West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Welcome, Christopher W Seckman

The vendor must be an active vendor or the vendor customer table (...

Solicitation Response(SR) Dept: 0231 ID: ES000387250000005350 Ver: 1 Function: New Phase: Final

Header # 1

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1619678
Procurement Type: Central Contract - Fixed Amt
Vendor ID: 000000187230
Legal Name: IQ BUSINESS GROUP INC
Alias/DBA:
Total Bid: $141,700.00
Response Date: 03/07/2025
Response Time: 12:40
Responded By User ID: IQBDev
First Name: Tammy
Last Name: Camden
Email: business.development@iqbg
Phone: 7034360000

SO Doc Code: CRFQ
SO Dept: 0231
SO Doc ID: OOT2500000017
Published Date: 3/3/25
Close Date: 3/7/25
Close Time: 13:30
Status: Closed
Solicitation Description: Addendum No 2 Cybersecurity e-Discovery SAAS (OT25Y12
Total of Header Attachments: 1
Total of All Attachments: 1

Proc Folder:	1619676
Solicitation Description:	Addendum No 2 Cybersecurity e-Discovery SAAS (OT25112
Proc Type:	Central Contract - Fixed Amt

Solicitation Closes	**Solicitation Response**	**Version**
2025-03-07 13:30	SR 0231 ESR03072500000005389	1

VENDOR
000000187230 IQ BUSINESS GROUP INC

Solicitation Number:	CRFQ 0231 OOT2500000017				
Total Bid:	141700	**Response Date:**	2025-03-07	**Response Time:**	12:48:31
Comments:					

FOR INFORMATION CONTACT THE BUYER
Toby L Welch
(304) 558-8802
toby.l.welch@wv.gov

Vendor
Signature X   **FEIN#**   **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Contract Services: e-Discovery System				141700.00

Comm Code	Manufacturer	Specification	Model #
43231511			

Commodity Line Comments:

Extended Description:

Please see the attached Exhibit A Pricing Page
Please note: Vendor must provide Exhibit A Pricing Page with their submitted bid response. Failure to do so will result in disqualification of your bid.

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IQBG

West Virginia Office of Technology
CRFQ 0231 OOT2500000017
Cybersecurity e-Discovery Software as a Service (OT25112)
March 7, 2025 @ 1:30 p.m.

___

Submitted To:

Toby L Welch
Buyer
West Virginia Office of Technology
toby.l.welch@wv.gov
304.558.8802
2019 Washington ST E
Charleston, WV 25305

___

Submitted By:

IQBG Inc.
1751 Pinnacle Drive
McLean, VA 22102
Jamie Aguilar
President
703.395.2041
jaguilar@iqbginc.com

Cybersecurity e-Discovery Software as a Service (OT25112)
West Virginia Office of Technology
March 7, 2025 @ 1:30 p.m.

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1   Cover Letter

March 7, 2025

Mr. Toby L Welch
Buyer
West Virginia Office of Technology
2019 Washington ST E
Charleston, WV 25305
Submitted via email: toby.l.welch@wv.gov

Dear Mr. Welch,

The IQ Business Group, Inc. ("IQBG") is pleased to respond to the West Virginia Office of Technology for Cybersecurity e-Discovery Software as a Service (OT25112). Please find our attached document package for submission.

We appreciate the opportunity to submit our response to your Request for Proposal (RFP) for eDiscovery services powered by Exterro. At IQBG, we understand the **critical role of efficient and compliant information management** in today's business environment, especially as it pertains to Cybersecurity and eDiscovery. Since 2022, our **partnership with Exterro** has been instrumental in delivering tailored solutions to our clients, including notable projects such as the Maricopa County Sheriff's Office in Arizona.

Our team is dedicated to optimizing the Exterro platform to **streamline your PRR and eDiscovery process, saving you time and minimizing risk**. IQBG's unique approach focuses on tailoring Exterro's capabilities to suit your organization's specific needs. We assist in every aspect of the process, from software configuration and training to advanced workflow automation and continued system management. By leveraging Exterro, we ensure your processes are **seamless and defensible**, emphasizing robust data governance practices to ensure data accuracy, consistency, and compliance.

Additionally, our deep industry expertise and strategic partnerships allow us to implement best practices that enhance your overall **information governance framework**. Whether you are dealing with internal investigations, litigation holds, or regulatory compliance, IQBG's team of experts is committed to delivering **scalable, innovative, and cost-effective eDiscovery solutions**, allowing you to adapt to changing business needs and data volumes.

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Our proposer name is: The IQ Business Group, Inc. and our address is 1751 Pinnacle Drive, Suite 600, McLean, Virginia 22102. The point of contact for questions/clarifications is: Jamie Aguilar, President; email: jaguilar@iqbginc.com and phone: 703-395-2041.

We look forward to discussing our approach in more detail and exploring how IQBG can support the West Virginia Office of Technology's goals. **Thank you again for considering IQBG as your trusted partner in Cybersecurity and eDiscovery optimization.**

Thank you for your consideration,

Mrs. Jamie E. Aguilar, President
The IQ Business Group, Inc.
1751 Pinnacle Drive, Suite 600
McLean, Virginia 22102
703-395-2041
jaguilar@iqbginc.com

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2   Company Information

Table 2.0-1. IQBG Company Information

Address:	1751 Pinnacle Drive, McLean, VA 22102
Phone Number:	(703) 436-6990
Fax Number:	(703) 995-4677
Point of Contact (POC):	Jamie Aguilar
POC Email:	jaguilar@iqbginc.com
DUNS Number:	173064267
Cage Code:	50HF3
Unique Entity ID:	NV5NPEZHLEM8
Business Type:	Corporation
System for Award Mgmt (NAICS Code):	518210
GSA Contract Number Period Covered by Contract:	47QSMA20D08P2
SINS:	518210ERM
	54151S

| | **Department of Administration**
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130 | **State of West Virginia**
Centralized Request for Quote
Info Technology | |

Proc Folder: 1619676	**Reason for Modification:**
Doc Description: Addendum No 2 Cybersecurity e-Discovery SAAS (OT25112	Addendum no 2 is issued to publish questions and answers and to modify the bid opening date.
Proc Type: Central Contract - Fixed Amt	

Date Issued	Solicitation Closes	Solicitation No	Version
2025-03-03	2025-03-07 13:30	CRFQ 0231 OOT2500000017	3

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON   WV   25305

US

VENDOR

Vendor Customer Code: 000000187230

Vendor Name : The IQ Business Group, Inc.

 Address : Headquarters

 Street : 1751 Pinnacle Drive, Suite 600

 City : McLean

State : VA   **Country :** United States   **Zip :** 22102

Principal Contact : Jamie Aguilar, President

Vendor Contact Phone: 703-395-2041   **Extension:**

FOR INFORMATION CONTACT THE BUYER
Toby L Welch
(304) 558-8802
toby.l.welch@wv.gov

Vendor
Signature X _(signature)_   **FEIN#** 04-3581891   **DATE** 03/07/2025

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum No 2 is issued for the following reasons:

1) To Publish Vendor questions with the Agency's responses.

2) To modify the bid opening date from 3/5/25 to 3/7/25.

--no other changes--

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION	WV OFFICE OF TECHNOLOGY
OFFICE OF TECHNOLOGY	BLDG 5, 10TH FLOOR
1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR	1900 KANAWHA BLVD E
CHARLESTON WV	CHARLESTON WV
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Contract Services: e-Discovery System				

Comm Code	Manufacturer	Specification	Model #
43231511			

Extended Description:
Please see the attached Exhibit A Pricing Page

Please note: Vendor must provide Exhibit A Pricing Page with their submitted bid response. Failure to do so will result in disqualification of your bid.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Questions are due by 3:00 p.m.	2025-02-18

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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3   Addendum Acknowledgement Form

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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)

☒ Addendum No. 1   ☐ Addendum No. 6
☒ Addendum No. 2   ☐ Addendum No. 7
☐ Addendum No. 3   ☐ Addendum No. 8
☐ Addendum No. 4   ☐ Addendum No. 9
☐ Addendum No. 5   ☐ Addendum No. 10

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

The IQ Business Group, Inc.
_____
Company

_____
Authorized Signature

03/07/2025
_____
Date

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

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4   Executive Summary

Headquartered in McLean VA, IQBG was founded in 1998 to provide business and information technology (IT) services to government/commercial customers. Since 2010, IQBG has focused exclusively on delivering enterprise information management (EIM) solutions and made significant investments in our capabilities. IQBG is led by experienced practitioners who have invented technologies, set standards, and helped build the industry. We have supported several data management strategic initiatives, including email archival, auto-classification, and management; non-email records management; legal hold application and management; and FOIA and eDiscovery management.

IQBG is the best service provider for this initiative because we are:

- **EIM focused.** IQBG specializes in EIM, and we bring extensive experience and expertise to each project we support due to our EIM focus.
- **People.** IQBG employs people who specialize in the EIM discipline. Our personnel have successfully implemented EIM solutions for numerous Federal, state, and local government and commercial customers and lend that expertise to ensure program success.
- **100% product agnostic.** We recommend solutions that meet customer needs, not our sales needs. We measure success by user adoption rates and how much we can empower the customer to own their new solution with vendor support that meets their support level goals.

We support virtually every aspect of EIM design, implementation, consolidation, migration, governance, and training. This includes advising on strategy and governance; performing needs assessments, developing policies and procedures; and acquisition, implementation, and ongoing support.

Our solutions help customers become more efficient and profitable through technology and experienced process consulting. This includes business process analyses; content inventories; taxonomy design and standardization; RM inventories and audits; and Retention Plan development and simplification through flexible scheduling and the "big bucket" approach. We also provide policy and procedure development; analyses to link business processes with records declaration; information governance (IG) maturity assessments; EIM Program design; automated document management and RM system implementation; and mapping of Microsoft (MS) Office 365 (O365) components to requirements to determine gaps and define an enterprise reference architecture to support multi-year EIM programs. The needs analyses we perform include cost justification, procurement services, implementation assistance and oversight.

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Exterro Inc. is the fastest-growing and market-leading Legal GRC (Governance, Regulatory, Compliance) software company providing solutions since 2005. It focuses exclusively on legal departments' needs and is tailored to process optimization for large organizations. Our collaborative and user-friendly legal software applications are intuitive enough to be used by attorneys, paralegals, security, forensic, and IT professionals alike. Our e-Discovery software platform is used by over 50% of Fortune 500 companies and we have over 3,000 clients using various aspects of our software solutions.

Exterro's Legal GRC Platform would provide both an ideal solution to the requirements within this RFP and areas of growth that can be expanded in the future. The Platform forms a base with modules for Data Source Discovery (what data sources are associated to each user), Legal Hold (issue and track hold notices), In-Place Preservation (for appropriate data sources), E-Discovery Data Management (ECA, Collection, Processing, Review, and Production), and a Public Records Request portal and workflow engine.

Exterro Legal Hold was the first automation tool of its kind and has been optimized over 15 years to provide legal end-users with control and capabilities that no other solution can. Exterro's proposed solution gives end-users the ability to automatically discover data in Office 365 and other applications without the need for IT involvement, so they can make quick scoping decisions for litigation by custodian or data source. Exterro preserves discovered data in-place, enables users to perform ECA and targeted collections, and process only the relevant files, minimizing review hours.

Exterro's solution is uniquely positioned to automatically refresh and update the data source catalog, preserve data in-place at the source, and allow for in-place early case assessments, all without the need for IT intervention. Exterro is fundamentally an innovation engine and data connectors company. We develop solutions that optimize efficiency, reduce downstream litigation spend, and mitigate risk for our customers and frequently seek feedback from customers who contribute to our roadmap.

Over the past 24 years, we have implemented more than 100 enterprise programs for satisfied clients in over 47 states in the U.S., in Canadian provinces and for numerous international companies. We are recognized in the industry as a proven leader for designing, implementing and supporting EIM solutions including those built on the M365 platform. Our methodology for performing EIM assessments and developing multi-year roadmaps for our clients was adopted as an industry best practice. Our employees hold leadership positions in EIM standards organizations like AIIM, ARMA and others. We leverage our experience designing and implementing large-scale EIM solutions for commercial and public sector clients to bring lessons learned and reusable solution models to our clients. Our experience includes designing, implementing, and supporting the largest EIM solution that currently exists for a federal agency supporting over 30,000 users and processing over 70 million

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content objects per month. This prior experience enables us to know exactly what to look out for and how to develop plans that lead to project success; client sponsorship, change management and digital enablement are key. Our long-term relationships with our clients have established our company as a trusted guide and advisor.

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5   Software Solution

5.1   High-Level Overview of Proposed Software Solution

To meet the needs of the State of West Virginia, we are recommending Exterro's eDiscovery Review SaaS platform. The selection of this application is based on the RFP information reviewed but could easily be modified to meet the State's needs once more detail becomes available or should the requirements change.

Exterro Review™

THE ONLY SOLUTION THAT ORCHESTRATES AND AUTOMATES YOUR E-DISCOVERY REVIEW PROCESS

Exterro Review is the only solution that orchestrates and automates the entire e-discovery review process, significantly reducing the time and cost of review while eliminating risks associated with manual intervention required in other tools. Users can easily configure the process for each review project according to the unique needs of every stakeholder, from in-house legal departments, government agencies, legal service providers and law firms.

Key Considerations:

- **Single-Instance Storage Architecture** – Single-instance storage leverages technology that ensures a document is only collected, processed, and stored once, regardless of the number of matters in which it is potentially responsive**.** By applying this paradigm to document review, Exterro Review eliminates redundant processing, storage, and review costs, while increasing the security of your data.
- **Process Orchestration** – Exterro Review is the only solution that orchestrates and automates the entire e-discovery review process, significantly reducing the time and cost of review while eliminating risks associated with manual intervention required in other tools. Users can easily configure the process for each review project according to the unique needs of every stakeholder, from in-house legal departments, government agencies, legal service providers and law firms.
- **Unparalleled Data Security** – While Exterro's SOC II, FedRAMP and HiTrust certifications demonstrate our ironclad commitment to securing client data, they only tell part of the story. Exterro's patented Gateway Coordinator and single-instance architecture significantly reduce the scope of collected data and store it in a security-hardened vault accessible only to authorized users, eliminating the need to transfer data to additional technology solutions.
- **Advanced Artificial Intelligence (AI)** – The AI in Exterro Review moves beyond TAR 2.0, offering a wide range of features to increase accuracy, improve efficiency, and accelerate legal teams' speed in arriving at the key facts of the matter at hand. AI-powered document summaries and automated translations ensure reviewers understand the big picture right away, while Smart Labeling algorithms guide them in their actions, steering users to review the documents most relevant to their assigned task.
- **Accelerated Time to Review** – With ingestion speeds up to six times faster than Relativity, and seamless orchestration and automation of multi-stage review tasks (e.g., first pass, responsiveness, privilege review, QC), Exterro Review gets teams working faster right

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away. As part of Exterro's end-to-end, fully integrated e-discovery platform, it can deliver the shortest possible time to review from matter inception. Documents can be concurrently collected and processed from multiple data sources and seamlessly moved into review as data becomes available, eliminating delays, handoffs, and the arduous task of managing documents common in other tools.

Exterro Production™
SUPPORT FOR INDUSTRY STANDARDS AND CUSTOMIZATION

Exterro supports native production, TIFF production, PDF production, or combinations of the above. Image files can be branded with information, including Bates numbers. Exterro also supports privilege log creation and full chain of custody for all files. Exterro also exports all industry standard load files.

- **Flexible Production Formats -** Supports native production, TIFF production, PDF production, or combinations of these formats. Allows production in image, native, near-native, or mixed mode formats based on specific requirements.
- **Customizable Document Branding -** Images can be branded with critical information, including Bates numbers, dates, free text, and watermarks. Facilitates easy identification and retrieval of documents through customizable stamps.
- **Privilege Log and Chain of Custody -** Supports the creation of detailed privilege logs to manage and document privileged information. Ensures a full chain of custody for all files to maintain data integrity and compliance.
- **Industry Standard Load Files -** Exports all industry-standard load files for compatibility with various review platforms and tools.
- **Production Management -** Allows users to manage and view production sets on a single page. Provides options to resume, pause, and restart productions as needed, offering flexibility and control over the production process.

5.2   *Optional Modules for consideration*

While the State of West Virginia has outlined a detailed Request for Quotation (RFQ) specifying a monthly subscription-based solution focused solely on the "Review" component of an e-Discovery Software as a Service (SaaS) platform, it may benefit from exploring a broader range of subscription models and integrated modules offered by providers like Exterro. The RFQ emphasizes a robust, cloud-based e-Discovery system with unlimited user seats, advanced analytics, and strict security compliance. However, limiting the scope to "Review only" could overlook opportunities to enhance efficiency, reduce costs, and streamline the entire e-Discovery lifecycle by incorporating complementary tools.

Below, we will expand on this suggestion, highlighting how the State could consider Exterro's additional modules and subscription models to meet its needs more holistically. These modules seamlessly integrate with Exterro Review and the Exterro SaaS platform. The combination of several applications forms Exterro's comprehensive suite of GRC products.

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These cloud-based modules are available via subscription and include the following: Exterro Legal Hold™ and Exterro E-Discovery Data Management™ (EDDM). Also available are Exterro's O365 and Google data source connectors enabling collection from Exchange Online, OneDrive, OneNote, SharePoint Online, and Teams.

Exterro Legal Hold™
AUTOMATING THE LEGAL NOTIFICATION PROCESS FOR INTELLIGENT PRESERVATION

Exterro Legal Hold is widely recognized as the gold standard of legal hold software. Designed for paralegals up through General Counsel, Exterro Legal Hold's ease of use and rich feature set powers immediate productivity gains. It distinguishes itself by featuring privacy controls built to support multi-national e-discovery operations. Legal Hold integrates with the broadest set of third-party applications, including HR, matter management, and asset management systems, streamlining the hold creation and management process.

Features include:
- **Exterro Compliance Portal ™** – Simplifies legal hold compliance by placing all of a custodian's holds in one easy-to-review screen. The Exterro Compliance Portal is a fully integrated part of the Exterro Legal Hold application and helps employees comply with their obligations related to the legal hold process. By consolidating your employees' legal obligations into one single, user-friendly location, they are given the opportunity to acknowledge legal holds and respond to interviews/questionnaires. The Exterro Compliance Portal also enables all hold recipients to view and respond to legal hold requests via mobile devices.
- Incorporating the very latest in user experience technologies, Exterro Legal Hold's ease of use and rich feature set delivers immediate productivity gains and provides scalable and defensible hold management.
- Built-in controls that prevent legal hold failures and support solid defensibility; and
- A broad array of customizable reports that illustrate the integrity of the hold process.

With Exterro Legal Hold, corporate legal teams can realize the benefits of automated preservation processes that minimize the risk of sanctions and empower hold administrators with comprehensive hold tracking and control.

Optional Capabilities for Exterro Legal Hold:
- **Exterro Cross Border Compliance™** – Enables companies to fully comply with requests for production of ESI from employees located overseas.
- **Exterro Comprehensive Interview™** – An integrated online interview system designed for all types of enterprise interviews spanning legal operations, litigation, compliance, IT and records management.

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Exterro E-Discovery Data Management™
DRIVING DEFENSIBLE, COST-EFFECTIVE E-DISCOVERY WITH STATE-OF-THE-ART TECHNOLOGY FOR IN-PLACE ECA, COLLECTION, ANALYSIS, REVIEW AND PRODUCTION

Exterro E-Discovery Data Management (EDDM) is the sole collection, analysis, review, and production solution on the market that identifies the most important ESI before collection. Those pre-collection analytic capabilities give in-house attorneys the earliest possible access to key documents that can change the course of a matter. Exterro's ability to process ESI in place and send only what's relevant to review also translates to sharply reduced review costs.

Data Management enables legal teams to:
- Rapidly understand the implications of a new matter, identify key documents, and make try-or-settle decisions long before the 26(f) or other pre-trial conference.
- Intelligently and accurately narrow the ESI "funnel" as early as possible and at multiple stages for a 50-70% reduction in document review costs; and
- Support multinational e-discovery projects using built-in data privacy and industry-standard security.
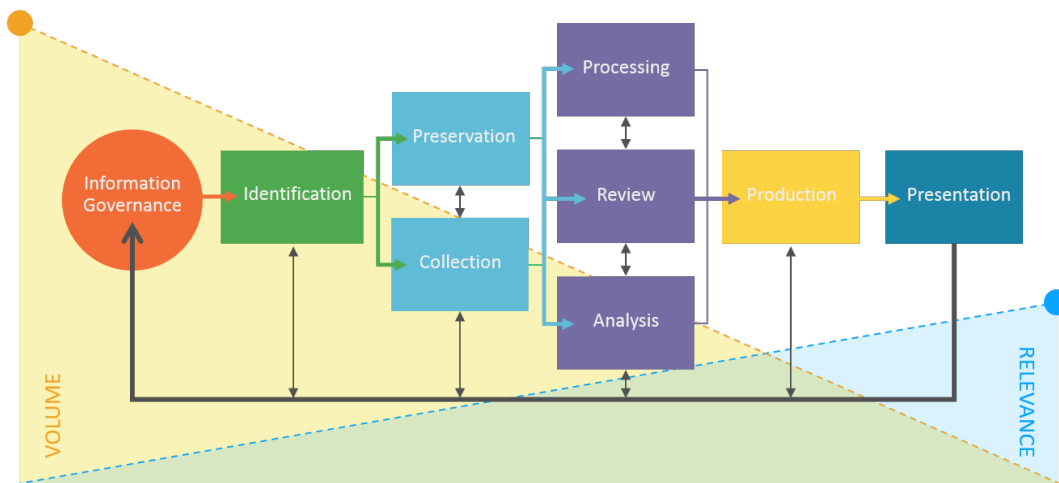
Exterro E-Discovery Data Management collects from the broadest set of data sources, including Microsoft Office365™, email, SharePoint/file servers, enterprise content management systems, and cloud-based applications. Modules included with Exterro's EDDM solution are Early Case Assessment (ECA), Collections, Smart ECA (up to 5), Data Source Discovery, Exterro Review and Production. These modules are detailed in the sections below.

Exterro's Early Case Assessment and Collections
TRADITIONAL E-DISCOVERY SOLUTION APPROACH

Using the traditional approach noted in the well-known EDRM (e-Discovery Reference Model) that has been published and used for 20 years now, organizations are asked to collect large amounts of data early and then filter at the end of the e-discovery process. That is illustrated below. Let us point out how using Exterro's In-Place Early Case Assessment tool, we can help organizations perform better collections than the EDRM model notes.

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Figure 5.2-1. Exterro In-Place Early Case Assessment

EXTERRO'S APPROACH TO E-DISCOVERY

Unlike the EDRM model above, Exterro offers organizations a better approach to the e-Discovery process. Exterro's in-place ECA capabilities allow customers to hold the information they need and formulate their strategy much earlier in the e-Discovery process, *before* large sums of money and time on collections are spent. With Exterro tools, customers can collect more relevant data earlier. Please see the altered EDRM model espoused by Exterro.

Figure 5.2-2. Exterro Approach to E-Discovery
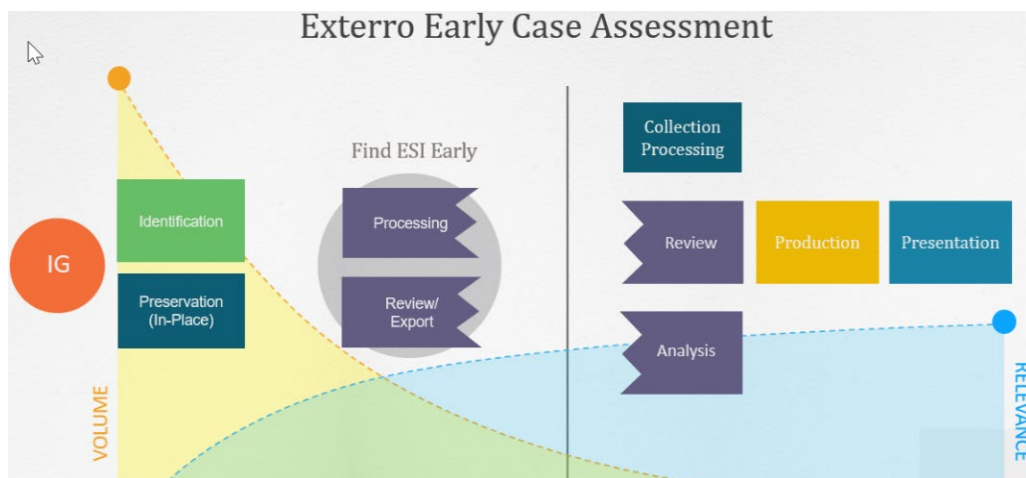
EXTERRO'S SINGLE CORE ARCHITECTURE

Another important time and money-saving concept inherent in the Exterro software is the idea of single-core Architecture where only 1 e-document is collected and that one document can be held, annotated, and tagged as relevant to multiple cases and matters. Thus, only 1 document is collected even though it might pertain to 100 lawsuits (and other

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discovery systems would force a customer to collect, hold, inventory, process and review the document 100 times. Please see the diagram below which illustrates the concept.

- Data relevant for multiple matters only needs to be collected and stored once.
- Previous legal work product (coding decisions, issue tags, etc.) is saved and can be re-used on future matters, reducing the cost of legal review.

Figure 5.2-3. Diagram of Exterro's Single Core Architecture

Exterro's unique single-instance storage for all matters increases efficiency and reduces data costs. Single-instance storage also allows for real-time global labeling of documents, saving time, improving team efficiency, and reducing the risk of producing sensitive documents.
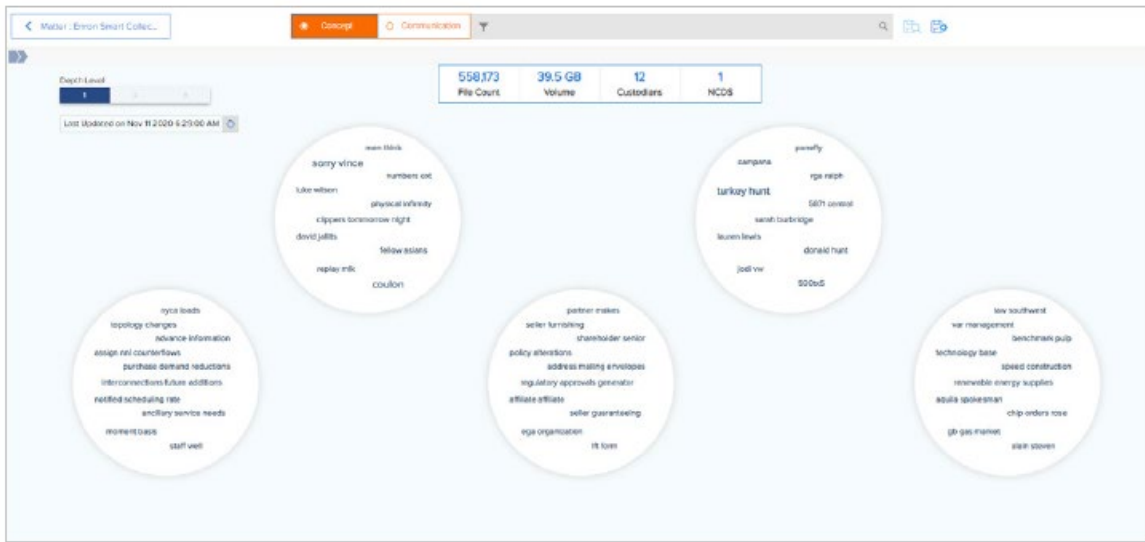
Exterro Smart ECA
AI DRIVEN EARLY CASE ASSESSMENT

Exterro Smart ECA enables you to quickly investigate and identify potentially responsive data both prior and post collection by exposing contextual relationships between custodians and content, significantly saving you time, money and resources in the e-discovery process. Through rich visualizations of content stored throughout your organization, you can explore concept clusters and communication patterns to quickly and defensibly get you to the facts of every matter.

- **Concept Clustering:** Smart ECA automatically groups words and phrases from the content stored in your business that are contextually connected and gives you the ability to swiftly drill down to expose other avenues for investigation hidden within millions of pieces of information.

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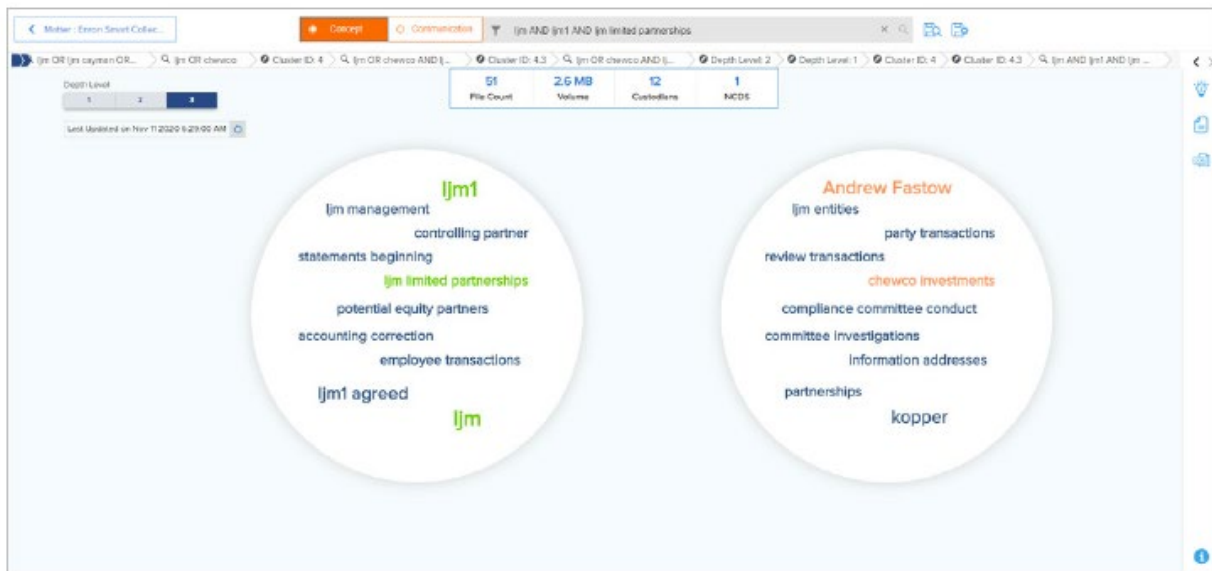March 7, 2025 @ 1:30 p.m.

Figure 5.2-4. Concept Clustering

- **Communication and Content-based Relationships:** Smart ECA visually identifies connections between employees based on the contextual relevancy of both their communication patterns and data stored under their control empowering you to filter and focus on the most important custodians and their relationships.

Figure 5.2-5. Communication Patterns

- **Context Analysis and Suggestions Exterro:** Smart ECA leverages the power of artificial intelligence algorithms to analyze, predict and display relevant search results along with significant suggestions and logical groupings helping smaller teams unearth hidden facts for a swift and efficient investigation.

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Figure 5.2-6. AI logical groupings

- **Scenarios for Targeted Review:** You can create, save, and merge as many scenarios as necessary to better understand potential responsiveness to your matter by reviewing the filtered result sets first thereby saving time and money.

Figure 5.2-7. Filtered Results
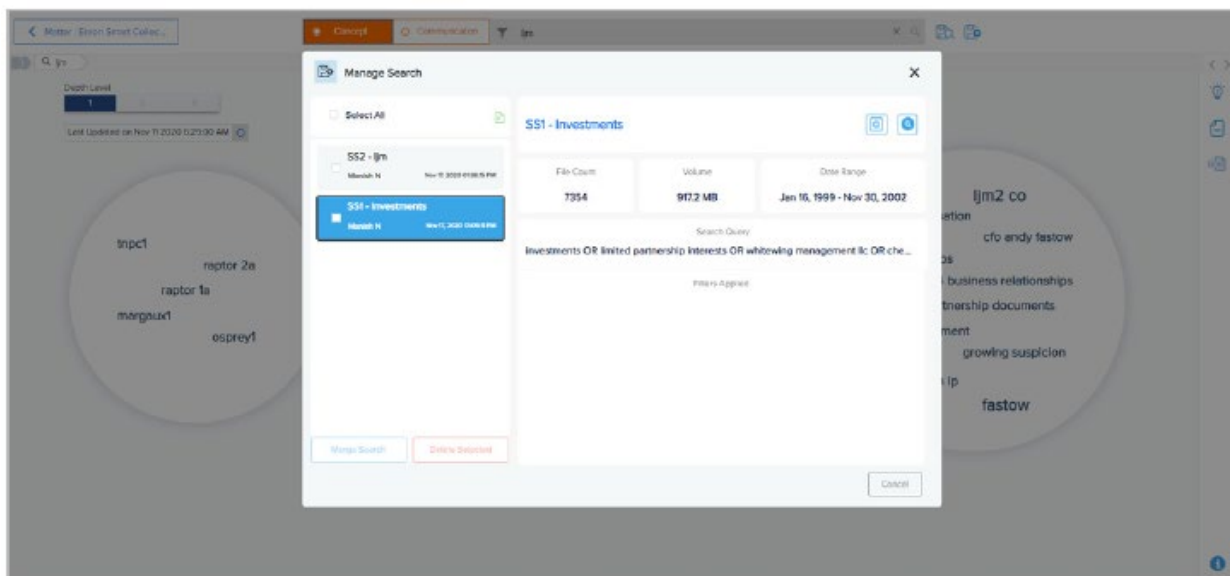
Exterro Data Source Discovery

EASILY MAINTAIN AN ACCURATE AND CURRENT DATA SOURCE CATALOG WITHOUT RELYING ON IT

Until now, Legal teams have been challenged when trying to obtain a current list of data sources where employees create and store data quickly and accurately. Data that may be

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relevant in litigation, a data subject access request, internal investigation, or other business processes. This is even more difficult due to how easily an employee can spin up a new Slack Channel, Microsoft Teams or SharePoint site, or other new data source. Relying on IT, custodian interviews and outdated data maps results in costly delays and increased risk. Exterro Data Source Discovery™ eliminates these issues by automatically discovering data sources, updating your data source catalog, and associating the data sources to employees who have data stored within them.

Capabilities include:
- **Designed for Legal Professionals**: An elegant and intuitive setup process enables Legal Professionals to automatically refresh and update your data source catalog without the need to involve IT.
- **Accurate and Fast Scoping**: Easily and quickly make scoping decisions for litigation, internal investigations, Data Subject Access Requests and more by custodian or data source.
- **Seamless Integration**: In addition to connecting to more than 40 enterprise data sources, Exterro Data Source Discovery seamlessly integrates with the other applications in the Exterro Legal GRC Platform., including Data Inventory, File Analysis, Legal Hold and E-Discovery Data Management.
- **Multi-Instance Support:** Exterro Data Source Discovery supports your unique IT infrastructure, even if it includes multi-tenant instances to segregate data by region.

Benefits of a Broader Approach
- **End-to-End Workflow**: Integrating Legal Hold, EDDM, and Exterro's Connectors with Review creates a unified platform, reducing handoffs and ensuring compliance across preservation, collection, processing, review, and production—all explicitly required in the RFQ.
- **Cost Efficiency**: Bundling modules may lower per-GB or per-user costs compared to a standalone Review subscription, especially given the State's large-scale needs.
- **Scalability and Flexibility**: Subscription models allow the State to adjust features annually, supporting the RFQ's optional renewals.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

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6 Project Approach, Implementation Methodology, and Support

6.1 Proposed Approach and Implementation

Team IQBG's client success team ensures that users have the knowledge, skills and confidence needed to take full advantage of the Exterro Platform software solution suite's rich set of tools and capabilities – while leveraging your existing legal software and IT infrastructure. Team IQBG's client success team is comprised of e-discovery, project management and litigation management software professionals. Team IQBG's Professional Services teams are accustomed to working with diverse IT and legal project management environments and corporate methodologies. Members of the Professional Services teams are also disciplined in project planning, governance, risk and task management, and effective communication.

Designing, implementing, and supporting an e-discovery solution can be a significant, time-consuming, and expensive effort. Team IQBG has completed many similar projects, and our experience will minimize project time and expense while providing a robust, long-term solution that accommodates increasing use/growth. We recommend a phased approach that establishes a long-term foundation and a solid framework. The Exterro platform is the best solution for the State due to its robust functionality, ease of use, integration capabilities and affordability.

We will use our proven project management approach, which is built on the Project Management Institute (PMI) Project Management Book of Knowledge (PMBOK) best practices and experience, to implement the solution. Team IQBG will be responsible for the planning and delivery of project objectives; ensuring the successful management of scope, issues, risks, changes, and day-to-day project activities and deliverables; and ensuring effective communication amongst all team elements. This project will establish the system, provide valuable core solution functionality, and configure base reports. It will also position the State for continuous process improvement (CPI) in the form of additional adoption, workflow automation, other system integrations and other features. The State will find additional uses for the system beyond the initial project and more phases may be contemplated, either by the State's newly trained staff or supplemented by our team if desired, to realize savings related to hardware, support, backup, and disaster recovery (DR) costs.

Team IQBG's Professional Services and Engineering teams work closely with client stakeholders during the implementation process to ensure a smooth project rollout. Each client is assigned a project management team that works intensively with client teams during the implementation process.

Team IQBG's training curricula gives users the skills they need to maximize the effectiveness of the Exterro Platform's rich set of tools, integrations, and capabilities. Team IQBG can deliver training in several ways to match client needs: in-person at client facilities, over the web and through recorded sessions, as well as onsite. Training is provided as part of implementation,

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both at the time of the implementation to allow those making configuration decisions to understand how the system will use that configuration. At the time of Go Live, instructor- led training will be provided to ensure that users can perform their tasks. As Team IQBG works with the State, we will determine the best type of training for each group (Administrator, Configuration, End Users, etc.).

Team IQBG's solution being proposed in this response is built on a platform that has many modules that can be implemented. Each of these modules can interconnect with each other so that expansion can take place at any time. For example, Legal Hold notices can automatically lead to In-Place Preservation for appropriate data sources. A user can issue the legal hold and Office 365 and other documents can automatically be locked down so they cannot be deleted. This interconnection can automate tasks currently performed by both the legal and IT departments, allowing each team to focus on tasks that require more of their skills and knowledge. As discussed above, the proposed Legal Hold module works to issue and track the legal hold notices, including automated reminders and silent custodians through the Legal Hold module.

At the point at which the data needs to be collected and reviewed, the proposed E-Discovery Data Management Module will help the State perform all these actions. Exterro's E-Discovery Data Management has connectors to over 60 different data sources from which it can directly collect data, filter that data for date range, keywords, and potentially other information, deduplicate and process the data, index the data, and present it for review. In addition, if data is collected from a data source not connected to the Exterro platform (such as from a machine not under the State's control or a proprietary system), that data can be ingested or imported into the platform and processed and presented as well. This leaves the State with several options. They can perform the review of documents in house with Exterro's world-class review tool. Finally, outside individuals can connect directly to the platform to review documents.

Many of our government customers use the E-Discovery Data Management module for their Public Records Requests. Documents can be gathered, reviewed, and produced with redactions using the platform. Should more assistance be needed with Public Records Requests, such as a portal for requests or management of the workflow associated with the request, Exterro has a Public Records Request module that contains both the portal and the workflow engine to manage the end-to-end process.

6.2   Pre/Post Go Live Support

Team IQBG is available 24 hours a day, seven days a week to address any client issues with Exterro software. Both Professional Services and Product Development teams work efficiently to resolve all client issues quickly and professionally. In addition to maintaining personal contact with the IQBG and Exterro team, clients can check progress and issue status of their issue anytime online through Exterro's Support Portal while retaining the personal attention

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provided by the Professional Services team during the implementation and training processes.

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7   Response to Mandatory Requirements

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REQ#	REQUIREMENT	TEAM IQBG RESPOSNE
4	**MANDATORYREQUIREMENTS:**	
4.1	**Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.**	
4.1.1	**General Requirements-e-Discovery System**	
4.1.1.1	The Vendor must provide an e-Discovery System that is cloud-based (Software as a Service Model). as well as support Automated Cloud Data Collections and Connectors	Yes
4.1.1.2	The system must contain the following capabilities within -a single platform that does not require integration with other software: self service data loading, self-service data processing, client administration, self-service, productions, review, and analytics capabilities.	Yes
4.1.1.3	The Vendor must provide an e-Discovery System with unlimited user seats for a minimum of 12 months from date of award.	Yes
4.1.1.4	The system must allow client administrators to have the ability to set up new users or workspaces and assign roles and permissions to new users.	Yes
4.1.1.5	The system must allow a user to have multiple roles and toggle between roles. For example, a client administrator can toggle between user roles to validate user permissions and provide user support.	Authorized users are able to validate permissions and provide user support.
4.1.1.6	The system must not require additional licenses and/or software from third parties.	No additional licenses are needed.

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REQ#	REQUIREMENT	TEAM IQBG RESPOSNE
4.1.1.7	The system must allow the customer/client administrators the ability to remove/delete documents and create archives from the platform.	Yes. Users with appropriate permissions can remove documents from the platform.
4.1.1.8	The system must be accessible to an unlimited number of users and allow access to at least 50 concurrent cases each having at least one million documents without degradation to speed.	Yes
4.1.1.9	The system must be a configurable Platform that allows the administrators to configure applications like request tracking and FOIA requests.	Yes
4.1.1.10	The system must be built on scalable architecture with a storage capacity of at least two petabytes of data.	Yes
4.1.1.11	**The Vendor must provide an e-Discovery System that features the following:**	
4.1.1.11.1	A system that has two-factor authentication access.	Yes. Strong authentication and authorization is enforced with respective to the product and cloud infrastructure as well.
4.1.1.11.2	A system that allows the Agency to have 100% data input automation. The Vendor must not have access to Agency owned data.	Yes, Exterro does not have access to the State of West Virginia data/application. State of West Virginia will have access to their data/application all the time.
4.1.1.11.3	A system that provides 256-bit encryption to the data when at rest and in transit.	Yes. Data at rest uses AES 256-bit encryption. Data in transit uses TLS 1.2 or greater.
4.1.1.11.4	A system that scans files for viruses.	Yes
4.1.1.11.5	A system that allows for load file import and export.	Yes
4.1.2	**Data Loading & Processing- e-Discovery System**	

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REQ#	REQUIREMENT	TEAM IQBG RESPOSNE
4.1.2.1	The system must allow the Agency to have 100% data input automation.	Yes, Exterro application validates all the fields to ensure data integrity.
4.1.2.2	The system must allow the user to load raw data such as PSTs, zip files, and other ESI for processing.	Yes
4.1.2.3	The system must allow the client administrator to move data between data stores and conduct early case assessment, including running search terms, and listing and counting file types reports, prior to making the data available to reviewers.	Yes
4.1.2.4	The system must allow the customer to create, save, and upload templates for data processing.	Yes
4.1.2.5	The system must have pre-built utilities to support processing for various files including imaging, loading, and text files.	Yes
4.1.2.6	The system must support uploading up to 10 GB of data directly from web-browser via "drag and drop".	Yes
4.1.2.7	The system must allow loading and processing of a data set that has at least 1 terabyte of documents, data, or ESI, into the review tool.	Yes
4.1.2.8	The system must support data reduction and culling (De-NIST; custodial and global Deduplication; filtering by Custodian, file type, date; keyword searching) during processing.	Yes
4.1.2.9	The system must include built-in ESI processing capabilities (extraction of text and metadata, imaging, numbering, OCR, load file creation).	Yes
4.1.2.10	The system must keep emails and families together and locate orphaned documents during processing.	Yes

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REQ#	REQUIREMENT	TEAM IQBG RESPOSNE
4.1.2.11	The system must support extraction and processing of files within container files such as zip and rar, and support the processing of files in nested containers or folders.	Yes
4.1.2.12	The system must have the ability to ingest, process, and view multiple file types.	Yes. Exterro can collect from over 45 different data sources and ingest loose files or load files into the system.
4.1.2.13	The system must allow for load file import and export.	Yes
4.1.2.14	The system must allow the user the ability to create templates for processing, production, import, export.	Yes
4.1.2.15	The system must be able to securely transfer ESI to the review tool.	Yes
4.1.3	**Review - e-Discovery System**	
4:1.3.1	The system must allow users to review and analyze ESI productions.	Yes
4.1.3.2	The system must allow users to identify and remove duplicate documents and data.	Yes
4.1.3.3	The system must allow users to redact and highlight portions of the document.	Yes
4.1.3.4	The system must allow users to search, tag, index, and code information and provide advance search features including but not limited to keyword, Boolean, stemming, wildcard, fuzzy, proximity and other search types.	Yes
4.1.3.5	The system must process searches, display documents, and allow users to perform document review with minimal loading times.	Yes

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4.1.3.6	The system must include a file viewer that easily and quickly opens files without needing to install additional applications. Supported files must include: .docx, .xlsx, .pdf, .jpg, .jpeg, .mov, avi, .rtf, .txt., pub, .pptx.	Yes
4.1.3.7	The system must support searching on tags/codes and metadata.	Yes
4.1.3.8	The system must allow the user the option to assign and self-assign batches for review.	Yes
4.1.3.9	The system must provide search engines that support both Elasticsearch and dtSearch indexing and searching options within a single matter.	Exterro uses Lucene solr.
4.1.3.10	The system must allow the user to create workspaces, folders, etc., for customizable document organization.	Yes
4.1.3.11	The system must provide full administrator rights to the customer, including the ability to assign roles/permissions, create review assignments and/ or review batches for reviewers.	Yes
4.1.3.12	The system must allow for the customization of coding panels.	Yes
4.1.4	**Advanced Analytics-eDiscovery System**	
4.1.4.1	The system must include the following content & context analysis capabilities: topic clustering, email threading, near-duplicate analysis, entities recognition.	Yes
4.1.4.2	The system must provide predictive coding, advanced artificial intelligence (AI) and Technology Assisted Review (TAR) technologies including TAR 1.0 and TAR 3.0.	Yes
4.1.4.3	The system must provide Active Leaming (story builder with continuous active learning analytics).	Yes

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REQ#	REQUIREMENT	TEAM IQBG RESPOSNE
4.1.5	**Security - eDiscovery System**	
4.1.5.1	The system must provide secure authorized access and have multi factor authentication for each user to prevent unauthorized access.	Yes
4.1.5.2	The systems must provide automatic session termination if no activity with a prescribed period of time.	Yes, the time can be defined by the State.
4.1.5.3	The system must allow a client administrator to restrict security rights at the individual, group or role level.	Yes
4.1.5.4	The system must provide a security level that allows system administrators to add new users to the system and edit existing user permissions.	Yes
4.1.5.5	The vendor must provide regular maintenance including new releases and updates.	Yes
4.1.5.6	The system must provide at least 256-bit encryption to the data when at rest and in transit.	Yes. Data at rest uses AES 256-bit encryption and in transit TLS 1.2 or better.
4.1.6	**Production-eDiscovery System**	
4.1.6.1	The system must provide production of the ESI in a variety of formats including as searchable PDF, native or images and text with a load file.	Yes
4.1.6.2	The system must have a wizard-driven production process.	Yes
4.1.6.3	The system must have self-service production capabilities to allow the user to prepare and export from start to finish/download.	Yes
4.1.6.4	The system must allow the user to view all productions for a single file in the review platform.	Yes
4.1.7	**Professional Services and Training- eDiscovery**	
4.1.7.1	The vendor must provide live training (which may be virtual).	Yes

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REQ#	REQUIREMENT	TEAM IQBG RESPOSNE
4.1.7.2	The vendor must provide reviewer training and client administrator/organization administrator training.	Yes
4.1.7.3	The vendor must record live training and provide recorded training to the client at no additional cost.	Yes
4.1.7.4	The system must provide access to a knowledge base or help center, technical documentation, and online support resources.	Yes
4.1.7.5	The vendor must provide support services for the initial setup.	Yes
4.1.7.6	The vendor must provide support services for the duration of the contract for ongoing maintenance.	Yes
4.1.7.7	The vendor must offer client services support including project management and technical support services.	Yes
4.1.8	**Support - eDiscovery**	
4.1.8.1	Support by telephone, online, in-app, and email 24 hours-a-day, 7 days-a-week, 365 days-a-year for troubleshooting technical issues	Yes
4.1.8.2	A response time of a minimum of 1 day to request for technical support.	Yes
4.1.8.3	Access to knowledgebase, technical documentation, and online support resources.	Yes
4.1.9	**Billing- eDiscovery**	
4.1.9.1	Vendor will round up to the nearest next whole gigabyte (GB) for billing and auditing purposes. (Example 1.2GB will be billed at 2.0 GB)	Yes
4.1.9.2	Vendor will invoice monthly and bill at the maximum gigabyte (GB) capacity used by the state.	Billed annually based on 1000GB, will add capacity in 1000GB increments.

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REQ#	REQUIREMENT	TEAM IQBG RESPOSNE
4.1.9.3	Vendor's proposed solution must provide billing capabilities designed to simplify the procedures of a chargeback model, as well as provide a holistic view of service. The state desires the billing detail to include but not be limited to billing by agency, consumption usage by each agency.	N/A - this is visible to authorized users within the platform.
4.1.10	**Software as a Service Addendum**	
4.1.10.1	Vendor must sign the attached Software as a Service Addendum prior to award.	IQBG will sign the Software as a Service Addendum prior to award.
4.1.11	**Optional Renewals**	
4.1.11.1	Vendor will include in their bid the cost of optional Annual renewals for years 2, 3, and 4. These optional Annual renewals will be initiated on Agency request authorized under the authority of the Purchasing Division.	See Section 9 - Pricing Sheet

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Figure8.0-1. Tyson's Corner, VA

8 Project Team

Our experts and engineers blend industry insights with cutting-edge tech to offer diverse services in strategy, operations, IT, systems engineering, and organization/change management.

- ✓ Enterprise Content Management
- ✓ Records Management
- ✓ Corporate Financial Advisory
- ✓ Business Process
- ✓ Feasibility Studies & Business Plans
- ✓ Information Exchange & Discovery

IQBG staff includes some of the world's leading experts in ECRM technology. Additionally, our several AIIM Fellows provide deep expertise in all aspects of information and content management, from technology to records management and retention schedules.

We are confident that our proposed project team is qualified to work with you on this project. With decades of experience working side by side with solution providers and numerous project stakeholders, our team meets day-one needs and actively plans for the future. We've worked hard to earn the title of trusted advisors and are excited to collaborate with you.

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9 Exhibit A – Pricing Page

EXHIBIT A – Pricing Page
eDiscovery SaaS - (OT25112)

Section	Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost	Notes
4.1.1	**Contract Item #1: Unlimited Concurrent user license for e-discovery SaaS**	LS	1	$-	$-	Unlimited Reviewers are included
4.12	Contract Item #2: One (1) Gigabyte Data e-Discovery SaaS usage Monthly Charge(data must rounded to the nearest whole gigabyte for billing/ auditing purposes see section 4.1.9)	EA	100	$10.50	$1,050.00	Per GB / Per Month. Exterro Review Cold Storage is availabe at a reduced per GB / per month rate of $4.50.
4.1.7	Contract Item #3: Live individualized Agency virtual training session for up to 25 users per session (See specifications section 4.1.7 for further details)	EA	1	$7,500.00	$7,500.00	25 users / session
4.1.7.4	Contract Item #4: e-Discovery SaaS access to an online knowledge base or help center.	LS	1	$-	$-	included
4.1.7.5	Contract Item #5: Initial Setup and configuration of eDiscovery SaaS	LS	1	$7,500.00	$7,500.00	
4.1.7.7	**Contract Item #6: e-Discovery SaaS Project Management**	HR	100	$250.00	$25,000.00	Hourly rate for professional services not related to initial setup and configuration
4.1.8	**Contract Item #7: e-Discovery SaaS Technical Support**	HR	100	$-	$-	Standard Technical Support is included during standard business hours
4.1.7.6	**Contract Item #8: Maintenance and Support Year 1**	LS	1	$-	$-	included
4.1.1	**Optional Renewal Year 2: Contract Item #1: Unlimited Concurrent user license for e-discovery SaaS**	LS	1	$-	$-	Unlimited Reviewers are included
4.12	Optional Renewal Year 2: Contract Item #2: One (1) Gigabyte Data e-Discovery SaaS usage Monthly Charge(data must rounded to the nearest whole gigabyte for billing/ auditing purposes see section 4.1.9)	EA	100	$10.50	$1,050.00	Per GB / Per Month. Exterro Review Cold Storage is availabe at a reduced per GB / per month rate of $4.50.
4.1.7	Optional Renewal Year 2:Contract Item #3: Live individualized Agency virtual training session for up to 25 users per session (See specifications section 4.1.7 for further details)	EA	1	$7,500.00	$7,500.00	25 users / session
4.1.7.4	Optional Renewal Year 2: #4: e-Discovery SaaS access to an online knowledge base or help center.	LS	1	$-	$-	included
4.1.7.5	Optional Renewal Year 2: Contract Item #5: Initial Setup and configuration of eDiscovery SaaS	LS	1	$-	$-	N/A

Section	Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost	Notes
4.1.7.7	**Optional Renewal Year 2: Contract Item #6: e-Discovery SaaS Project Management**	HR	100	$250.00	$25,000.00	Hourly rate for professional services not related to initial setup and configuration
4.1.8	**Optional Renewal Year 2: Contract Item #7: e-Discovery SaaS Technical Support**	HR	100	$-	$-	Standard Technical Support is included during standard business hours
4.1.7.6	**Optional Renewal Year 2: Contract Item #8: Maintenance and Support Year 1**	LS	1	$-	$-	included
4.1.1	**Optional Renewal Year 3: Contract Item #1: Unlimited Concurrent user license for e-discovery SaaS**	LS	1	$-	$-	Unlimited Reviewers are included
4.12	Optional Renewal Year 3: Contract Item #2: One (1) Gigabyte Data e-Discovery SaaS usage Monthly Charge(data must rounded to the nearest whole gigabyte for billing/ auditing purposes see section 4.1.9)	EA	100	$10.50	$1,050.00	Per GB / Per Month. Exterro Review Cold Storage is availabe at a reduced per GB / per month rate of $4.50.
4.1.7	Optional Renewal Year 3:Contract Item #3: Live individualized Agency virtual training session for up to 25 users per session (See specifications section 4.1.7 for further details)	EA	1	$7,500.00	$7,500.00	25 users / session
4.1.7.4	Optional Renewal Year 3: #4: e-Discovery SaaS access to an online knowledge base or help center.	LS	1	$-	$-	included
4.1.7.5	Optional Renewal Year 3: Contract Item #5: Initial Setup and configuration of eDiscovery SaaS	LS	1	$-	$-	N/A
4.1.7.7	**Optional Renewal Year 3: Contract Item #6: e-Discovery SaaS Project Management**	HR	100	$250.00	$25,000.00	Hourly rate for professional services not related to initial setup and configuration
4.1.8	**Optional Renewal Year 3: Contract Item #7: e-Discovery SaaS Technical Support**	HR	100	$-	$-	Standard Technical Support is included during standard business hours
4.1.7.6	**Optional Renewal Year 3: Contract Item #8: Maintenance and Support Year 1**	LS	1	$-	$-	included
4.1.1	**Optional Renewal Year 4: Contract Item #1: Unlimited Concurrent user license for e-discovery SaaS**	LS	1	$-	$-	Unlimited Reviewers are included

EXHIBIT A – Pricing Page
eDiscovery SaaS - (OT25112)

Section	Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost	Notes
4.12	Optional Renewal Year 4: Contract Item #2: One (1) Gigabyte Data e-Discovery SaaS usage Monthly Charge(data must rounded to the nearest whole gigabyte for billing/ auditing purposes see section 4.1.9)	EA	100	$10.50	$1,050.00	Per GB / Per Month. Exterro Review Cold Storage is availabe at a reduced per GB / per month rate of $4.50.
4.1.7	Optional Renewal Year 4:Contract Item #3: Live individualized Agency virtual training session for up to 25 users per session (See specifications section 4.1.7 for further details)	EA	1	$7,500.00	$7,500.00	25 users / session
4.1.7.4	Optional Renewal Year 4: #4: e-Discovery SaaS access to an online knowledge base or help center.	LS	1	$-	$-	included
4.1.7.5	Optional Renewal Year 3: Contract Item #5: Initial Setup and configuration of eDiscovery SaaS	LS	1	$-	$-	N/A
4.1.7.7	**Optional Renewal Year 4: Contract Item #6: e-Discovery SaaS Project Management**	HR	100	$250.00	$25,000.00	Hourly rate for professional services not related to initial setup and configuration
4.18	**Optional Renewal Year 4: Contract Item #7: e-Discovery SaaS Technical Support**	HR	100	$-	$-	Standard Technical Support is included during standard business hours
4.1.7.6	**Optional Renewal Year 4: Contract Item #8: Maintenance and Support Year 1**	LS	1	$-	$-	included
	Total Cost				**$141,700.00**	

Contract will be evaluated on all lines but only awarded on first year. Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

Vendor Signature:

3/7/2025
Date:

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10 Closing Statement

IQBG, Inc. is delighted to submit this proposal to the West Virginia Office of Technology (WVOT) in response to your Request for Quotation for an e-Discovery Software as a Service solution. As a certified small business, IQBG brings a nimble, customer-focused approach combined with deep expertise in delivering innovative technology solutions to government entities. We are eager to partner with WVOT to meet and exceed the needs for a robust, secure, and scalable e-Discovery platform.

In collaboration with Exterro, a leader in e-Discovery and Governance, Risk, and Compliance (GRC) solutions, IQBG offers a comprehensive SaaS platform that surpasses the mandatory requirements outlined in your RFQ. Our solution delivers not only the specified Review capabilities but also the possibility to expand to an integrated suite of tools—including Exterro Legal Hold™, E-Discovery Data Management™, Google, and Office 365 connectors—that streamline the entire e-Discovery lifecycle from preservation to production. With unlimited user seats, a scalable architecture supporting two petabytes of storage, advanced analytics like TAR 3.0, and stringent security features such as 256-bit encryption and multifactor authentication, we exceed the technical and operational benchmarks set forth by WVOT. Furthermore, our commitment to support, live and online training, and flexible subscription models ensures that your teams receive unparalleled service tailored to your fee-for-service funding model.

IQBG's proven track record, bolstered by Exterro's industry-leading technology, positions us to deliver exceptional value beyond the RFQ's expectations. We are compliant with IRS 1075 standards for remote access and cloud computing, and our platform's self-service capabilities, automated data processing, and detailed billing options align seamlessly with WVOT's operational and administrative needs. As a small business, we pride ourselves on agility and dedication, ensuring personalized attention to this opportunity while leveraging Exterro's enterprise-grade solutions to future-proof your e-Discovery infrastructure.

We look forward to the privilege of serving WVOT, confident that our partnership with Exterro will not only meet but surpass your requirements, delivering a defensible, efficient, and cost-effective solution for legal discovery across the State's vast ecosystem.

Sincerely,

IQBG, Inc. Management

Cybersecurity e-Discovery Software as a Service (OT25112)
West Virginia Office of Technology
March 7, 2025 @ 1:30 p.m.

Appendix A – Exterro Master Subscription and PS Agreement - Terms of Service

exterro

Master Subscription and Professional Services Agreement

EXTERRO MASTER SOFTWARE LICENSE AGREEMENT

EXTERRO, INC. ("EXTERRO") IS WILLING TO LICENSE THE LICENSED SOFTWARE TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE LICENSED SOFTWARE (REFERENCED BELOW AS "CUSTOMER") ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS LICENSE AGREEMENT ("LICENSE AGREEMENT"). READ THESE TERMS CAREFULLY BEFORE ENROLLING FOR OR USING THE SERVICE. BY OPENING THE LICENSED SOFTWARE PACKAGE, BREAKING THE LICENSED SOFTWARE SEAL, CLICKING THE "I AGREE" OR "YES" BUTTON, OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, OR LOADING THE LICENSED SOFTWARE, DOWNLOADING THE LICENSED SOFTWARE OR OTHERWISE USING THE LICENSED SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS, YOU MAY NOT ACCESS OR OTHERWISE USE THE SERVICE. BY USING THE SERVICE, YOU INDICATE YOUR ACKNOWLEDGMENT THAT YOU HAVE READ AND ACCEPTED THESE TERMS. THE TERMS AND CONDITIONS OF THIS LICENSE ARE SPECIFICALLY INCORPORATED BY THIS REFERENCE INTO YOUR QUOTE OR PURCHASE ORDER UNLESS SPECIFICALLY AMENDED BY A MUTUALLY EXECUTED MASTER SOFTWARE LICENSE AGREEMENT OR OTHER WRITING SIGNED BY YOU AND EXTERRO. IF YOU ENTER INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES. THIS AGREEMENT GOVERNS YOUR ACCESS AND USE OF EXTERRO'S SERVICES AND SOFTWARE.

1. **Definitions.**
   1. "Affiliate" means with respect to Customer or Exterro, all entities controlling, controlled by or under common control with Customer or Exterro, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management, operations or policies of such entity, organization or body, whether through ownership of voting securities, by contract or otherwise.
   2. "Authorized User" means Customer's employee, contractor, consultant, or outsourcing service provider who is authorized by Customer, and who is authorized pursuant to any applicable export control regulations, to be provided registered access to the Software to perform work for or on behalf of Customer and for whom access to the Software has been licensed hereunder.

3. "Available" or "Availability" means that the Software) is readily available to Customer and operates in accordance with the product Documentation.

4. "Confidential Information" means all confidential information, whether commercial, financial, technical or otherwise, disclosed by one party to the other party, which information may be contained in or discernible from any form whatsoever (including without limitation, oral, documentary, magnetic, electronic, graphic or digitized form or by demonstration or observation), whether or not that information is marked or designated as confidential or proprietary (whether arising prior to or during the term of this Agreement), including but not limited to all products, Intellectual Property, hardware, Software, information belonging to or in respect of Exterro or Customer (or any of their Affiliates) which relate to any research, development, trade secrets, know-how, ideas, concepts, formulae, processes, policies, records, testing results, audit findings, assessments, security or other questionnaire responses, designs, specifications, past, present and prospective business, current and future products and services, internal management, information technology and infrastructure and requirements, finances, marketing plans and techniques, price lists and lists of, and information about, customers and employees, and all materials and information belonging to third parties in respect of which either party (or any of their affiliates) owe obligations of confidence.

5. "Content" means informational content, such as operational risk listings or categories, sample report templates or illustrative databases contained in the Software or supplied by or on behalf of Exterro to Customer with the Software, as may be updated from time to time.

6. "Customer Data" means any data and information that Customer generates using the Software or otherwise provides or makes available to Exterro during the term of this Agreement. Customer Data may include Personal Information.

7. "Data Connector", as may be set forth in an Order Form, means Exterro Software that enables Exterro's platform to transfer data with a Customer resource that requires a unique set of credentials with proper network permissions, and configuration for use with the Software.

8. "Defect" means a problem causing the Software to not conform to the Documentation.

9. "Deliverables" means the training, project workflows, performance capabilities, and any other activity or document completed as a result of using the Software. It includes informational Content. Exterro does not provide custom programming and thus, no work product is created as a result of Exterro Professional Services.

10. "Delivery" is defined in Section 5.2.

11. "Documentation" means Exterro's electronic and hardcopy user guide for the Software, which may be updated by Exterro from time to time.

12. "Harmful Code" means any software code that contains any virus, back door, time bomb, Trojan Horse, worm, drop dead device or other software routine designed to (i) permit unauthorized access to, or use of, computing equipment or networks, (ii) replicate, transmit, or activate itself without control of a person operating the computing equipment on which it resides, or (iii) alter, disable, damage, or erase any other software without authorization.

13. "Hosted Software" means software hosted in an environment provided and managed by Exterro as set forth in an Order Form.

14. "Intellectual Property" means all common law, statutory and other registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to industrial property rights, copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, all moral rights related thereto, database rights, patentable ideas, inventions, patent applications, patent registrations, patent renewals, know-how, service marks, trade names, service names, all rights in the nature of unfair competition rights, and rights to sue in passing off, and confidentiality or any other similar proprietary right arising or enforceable under applicable law.

15. "Media" means the physical object on which Documentation is recorded or printed, as provided by Exterro to Customer.

16. "Order" or "Order Form" means the separate document, including an invoice, under which Customer subscribes to the Subscription and Professional Services pursuant to this Agreement that has been fully executed by the Parties. An Order Form specifies the term of authorized use of the Software ("Subscription Term"), the fees and other charges for the Software ("Subscription Fees"), any special payment terms, the scope of use, and the numbers, types and identifiers of permitted users, applications, servers, devices, capacity, and locations at or through which the Customer is permitted to use the Software.

17. "Personal Information" means information relating to a person that identifies such person or could reasonably be used to identify such person, either from the information itself or by combining the information with information from other sources obtained pursuant to the Services. Personal Information is a person's name, image, likeness, voice, address, phone number, fax number, e-mail address, IP address, account number, social security number or other government-issued identifier, credit information, employee information, employer-issued identifier, medical or health information and financial information.

18. "Production" means the Customer's use of the Software in its business processes or Exterro's written verification of the availability of the Software to Customer for use in its business processes.

19. "Personnel" means Exterro and its Affiliates' respective employees, authorized agents, or qualified third-party contractors.

20. "Professional Services" means training, system configuration, and other services provided by Exterro to Customer beyond the scope of their Subscription (defined below) and set forth in an accompanying Purchase Order or Statement of Work ("SOW") mutually agreed by the Parties.

21. "On-Premises Software" means software which is deployed by Customer in their environment or location on their End Points, if applicable. The number and scope of licenses is set forth in an accompanying Order Form.

22. "Software" means collectively Hosted Software and/or On-Premises Software.

23. "Subscription" means the Hosted Software and/or On-Premises Software and related maintenance and Support provided by Exterro for the Term set forth in an Order Form.

24. "Subscription Fee" means the amount of the recurring charges set forth in an Order Form that a Customer is obligated to pay for the Subscription.

25. "Support" means the efforts expended by Exterro to ensure that the Software is readily available to Customer and operates in accordance with the Documentation and included as a component of the Subscription Fee. Customer may view Exterro 's Support plan or request Support at the online portal http://support.exterro.com for Exterro Software.

26. "Training" means the then current Exterro training products, including all courses, (whether recorded, live, online, or customized, regardless of location), course materials (curricula, manuals, media, or other course-related materials) and course Content developed by Exterro and offered to the public.

27. "Update" means any enhancements, improvements, corrections, versions, service packs or other modifications of or to the Software, including an update of the Software that adds new functionality.

28. "Use" or "Using" means (a) to install, download, execute, access, utilize, or display any Software or interact with its functionality or processing capabilities, in accordance with the terms of this Agreement, and (b) to read, process or utilize the Documentation or Media in connection with Use of the Software.

2. **License Grant.**

   1. General. Exterro hereby grants and Customer hereby accepts a Subscription-based, non-exclusive, non-transferable, and non-sublicensable, Use of the Software for the term set forth in an Order Form, in accordance with the terms and conditions of this Agreement. The Software is licensed not sold; Exterro reserves all rights not expressly granted under this Agreement. Each Order Form is hereby incorporated into and made a part of this Agreement for that Order. The Parties hereby acknowledge and agree that Exterro is not engaged in the practice of law and is not providing legal advice to Customer.

   2. Usage Limitation. The Software may contain a device or license key(s) that limits usage as set forth in the Order Form.

   3. Other Terms of License Grant. With respect to any license granted hereunder:
      1. Except as expressly authorized by Section 2.5 (Affiliate Use) the Subscription license(s) granted hereby is limited to Use by Customer's Authorized Users and Customer shall be fully responsible and liable for its Authorized Users' compliance with the terms and conditions of this Agreement;

      2. Subscriptions for Software and Support are licensed as set forth in the applicable Order Form;

      3. Customer is solely responsible for meeting the hardware specifications as set forth in the Documentation necessary for use of the Software; and

      4. No license is herein granted with respect to source code of any kind.

   4. Restrictions. Customer may enable access of the Service for use only by Authorized Users solely for the internal business purposes of Customer and its Affiliates in accordance with the Documentation and not for the benefit of any third parties, unless otherwise explicitly set forth in an Order Form. Customer shall not: (a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Software; (b) distribute, transfer, lease, grant sublicenses, or otherwise make available the Software to third parties other than Authorized Users (including as an application service provider, service bureau, or rental source); (c) embed or incorporate in any manner the Software into websites other than Exterro's Hosted Software websites (d) except as enabled by an application programming interface released by Exterro, create add-ons, plug-ins, extensions, modifications to or derivative works of the Software; (e) remove the copyright, trademark, or any other proprietary rights or notices included within the Software and on and in the Documentation; (f) use the Software in a manner not authorized under the Documentation or in violation of any applicable law, rule or regulation, including any applicable export/import laws, such as the

Export Administration Regulations administered by the U.S. Department of Commerce, the laws and regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control, and the International Traffic in Arms Regulations administered by the U.S. Department of State; or (g) in any way access or use the Software to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the Software.

5. Affiliate Use of Customer's Subscription. Any Customer Affiliate may Use the Software pursuant to Customer's Subscription so long as such Affiliate Uses the Software for its own and/or Customer's internal business purposes in accordance with this Agreement, and (b) the Affiliate agrees to comply with the terms of this Agreement. Where Affiliates are included, all references to Customer in this Agreement and any applicable Order will apply equally to such Affiliates whether specified or not. Customer and Customer's Affiliate(s) shall be jointly and severally liable for all Order Forms, obligations, acts and omissions of its' Affiliate. Use by Affiliates counts toward Authorized User and Subscription totals and must be included in the applicable Order Form for a Subscription.

6. Affiliate Use of Separate Subscription. The terms and conditions of this Agreement apply to any Customer Affiliate ordering under a separate Order Form and said Affiliate shall be liable for all obligations contained herein and as set forth in the Order Form.

7. Exterro Affiliates. An Exterro Affiliate may license products to Customer or Customer Affiliates pursuant to this Agreement. The Exterro and Exterro Affiliates are collectively called "Exterro".

8. Copies. Customer and Customer's Affiliates shall not make copies of Hosted Software. Solely in the event On-Premises Software is licensed to Customer, Customer may:
    1. Unless otherwise provided for in an Order Form, make no more than two copies to install and use solely at Customer's sites as may be required solely for Customer's internal business purposes; and

    2. Make a reasonable number of copies of the Documentation solely for Customer's internal use in conjunction with the On-Premises Software, as applicable.

    3. Customer shall affix to all full or partial copies of the On-Premises Software, On-Premises Software Updates, and Documentation made by Customer, all copyright and other proprietary notices contained in or on the original, as delivered to Customer.

9. Delivery of On-Premises Software. Exterro shall deliver the On-Premises Software, Documentation, and any On-Premises Software Updates via file transfer protocol or as otherwise set forth in an Order Form.

3. **Support.**
    1. Hosted Software Support. Exterro will provide the Support in accordance with the support policy located at https://www.exterro.com/resources/product-briefs/exterro-subscription-service-guide-saas-hosted to Customer during the Subscription Term. Exterro may modify the Support in its discretion provided that any modifications will not materially degrade from the current support service, and any changes will apply after posting on the support website.

    2. On-Premises Software Support. With respect to On-Premises Software, Exterro will provide the support services in accordance with the support policy located at https://www.exterro.com/resources/product-briefs/exterro-subscription-service-guide-on-premises to Customer during the Subscription Term. Customer shall install one of the two most recent Updates of the Software. Customer acknowledges that Customer's failure to timely install any Updates as required in this Section shall excuse Exterro's Support and warranty obligations herein, if any, if and to the extent any performance issues thereby would have been avoided or mitigated by Customer's timely installation of such Updates. Exterro may modify the Support in its discretion provided that any modifications will not materially degrade from the current Support, and any changes will apply after posting on the support website.
        1. On-Premises Software Support Exclusions. Exterro Support will not include: (a) resolution of problems to the extent resulting from: (i) any modification of or damage to the Software or Customer's operating environment, (ii) Customer's failure to operate the Software in an approved hardware and software environment or otherwise in accordance with applicable Exterro Documentation, or (iii) Customer's failure to implement any Updates as required in Section 3.2 (On-Premises Software Support) above; or (b) any Support obligations of any kind, if and to the extent Customer is in default with respect to payment of undisputed Subscription Fees.

    3. Support Cooperation. Throughout the applicable term of this Agreement, Customer shall cooperate with Exterro in investigating and seeking to identify the cause of any claimed failure of the Software or any aspect of the Software to perform in accordance with this Agreement.

    4. Software Support Termination. If Customer's Subscription is terminated for any reason, all access to the Software Updates, Support and Professional Services will terminate automatically.

4. **Term and Renewal.**
    1. Term. The Agreement will begin on the Effective Date and will continue in effect for as long as there are Order Forms in force or the Customer has not provided notice of non-renewal, unless terminated earlier in accordance with Section 13 (Termination).

2. Renewal. Following the initial term defined in the Order Form, an Order Form shall automatically renew for successive one-year terms (each, a "Renewal Term") until such time as Customer provides Exterro with written notice of termination; provided, however, that: (a) such notice be given no fewer than thirty (30) calendar days prior to the last day of the then current term; and, (b) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term.

5. **Order, Delivery, and Payment.**
   1. Order. Customer may subscribe to additional products and Professional Services via a mutually signed Order Form and a SOW, if applicable.

   2. Delivery. After Customer executes this Agreement for its Subscription or Exterro's acceptance of an Order, delivery of the Software will be deemed complete when the Software is made available for use from Exterro 's hosting environment, or an FTP site, whichever applies (hereafter "Delivery").

   3. Payment Terms.
      1. Payment and Taxes. All Subscription Fees and Professional Services fees and expenses are in U.S. Dollars (USD). Customer shall pay fees as set forth in the Order Form. Subscription Fees do not include federal, state, or local sales, use, service, value-added, or similar taxes ("Tax(es)"). Taxes are separately itemized on each invoice, if applicable.

      2. Manner of Invoicing. Customer is responsible for the timely communication of any vendor set-up and invoice submission requirements for vendor payments (e.g., purchase orders, vendor registration forms, use of an independent portal for invoice submission, etc.). Any fees associated with the submission of an invoice and/or receipt of payment are the responsibility of Customer.

   4. Invoicing. Subscription Fees are invoiced annually in advance, unless otherwise specified on the Order Form. Professional Services fees are invoiced as set forth in the applicable SOW and/or Order Form (including reasonable travel expenses) monthly in arrears. Customer shall pay each invoice for Subscription Fees in full within thirty (30) days after the date of invoice. Except as otherwise stated in an Order Form, all fees are based on Subscription rights acquired and not actual usage. Customer shall reimburse Exterro for all pre-approved travel and living expenses incurred by Exterro in the performance of Professional Services pursuant to a SOW under this Agreement.

   5. Overdue Payments. Any amounts not paid when due will accrue interest at the rate of one and one-half percent (1.5%) per month or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the date due until the date paid. Exterro may accept any check or payment in any amount without prejudice to Exterro's right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere is to be construed as an accord or satisfaction. If Customer fails to cure the delinquency after Exterro has provided thirty (30) days' notice, Exterro may, in addition to its other rights and remedies provided hereunder or at law, terminate or suspend the affected Subscription or Professional Service.

   6. Non-Cancelable and Non-Refundable Fees. Except as specifically set forth to the contrary under Section 10 (Warranties and Disclaimers), Section 11 (Indemnification), and Section 15 (Termination) all payment obligations under all Order Forms are non-cancelable, and all payments are non-refundable. The license rights for the number of Authorized Users set forth on any respective Order Form cannot be decreased during the Term.

6. **Customer Responsibilities.**
   1. Customer Responsibilities. Customer is responsible for all Authorized Users' use of the Subscription and compliance with this Agreement. Customer shall: (a) have sole responsibility for the accuracy, quality, and legality of all Customer Data entered by Customer into Exterro Software, including ensuring the compliance with all relevant legal and regulatory requirements applicable to it and the submission of Customer Data to the Subscription; (b) prevent unauthorized access to, or use of, the Software, and (c) notify Exterro promptly of any such unauthorized access or use. Customer is responsible for using the Software within the permitted scope and only in accordance with the numbers, types and identifiers of Authorized Users, applications, servers, devices, capacity, and locations at or which Customer is permitted to use as set forth in the Order Form.

   2. Customer Data Responsibilities: Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Subscription; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services ("Customer Systems"); (d) the security and use of Customer's and its Authorized Users' access credentials; and (e) all access to and use of the Software and Documentation directly or indirectly by or through the Customer systems or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards reasonably necessary to: (i) securely administer the distribution and use of access credentials and protect against any unauthorized access to or use of the Software and Documentation, including Aggregated Data, as defined below; and (ii) control the content and use of Customer Data, including the uploading or other provision of Customer Data for processing by the Software. For the avoidance of doubt, Customer Data does

not include Aggregated Data or any other information reflecting the access or use of the Software or the Professional Services by or on behalf of Customer or any Authorized User.

3. Customer Cooperation. Customer shall provide Exterro with reasonable cooperation and assistance in connection with Exterro's provision of its Software under any Order Form. Without limiting the foregoing, Customer shall respond promptly and accurately to all Exterro's requests for approval, information, or direction and shall provide prompt access to all necessary and appropriate resources described in an Order Form or as may otherwise be required for Exterro to accomplish the work objectives under any Order Form or SOW. Customer shall be responsible for directing, participating, and cooperating with Exterro during the implementation of the Software. Exterro shall not be responsible for a default or delay in performance of its obligations under any Order Form or SOW to the extent such default or delay is attributable to the failure of Customer to fulfil its obligations under this Agreement.

4. Governmental or Regulatory Inquiries. Customer shall promptly inform Exterro of any applicable inquiries, direction, or orders made by governmental or regulatory authorities to give reasonable time for Exterro to review or respond.

5. Customer Protocols. When using the Software, Customer may develop, provide, and maintain Customer-specific standards or protocols for use in connection with the Software, such as risk assessment standards, benchmarking standards, or applicable best practices, policies, procedures, or protocols, which may be further identified on an applicable Order Form ("System Protocols"). Customer is solely responsible for determining whether the System Protocols applicable to any Software comply with any legal, tax, accounting, operational, regulatory, and other requirements. The Parties hereby acknowledge and agree that Exterro is not engaged in the practice of law and is not providing legal advice to Customer.

7. **Proprietary Rights.**
    1. Customer Data. As between Customer and Exterro, Customer owns its Customer Data. All Customer Confidential Information, and all Personal Information supplied by, or Personal Information input by Customer or its Authorized Users is, and remains, the property of Customer. Customer acknowledges that Exterro has no obligation to screen any Customer Data.

    2. Right to Use Customer Data. For the Term of this Agreement, Customer hereby grants Exterro and any subcontractors a non-exclusive, non-transferable, royalty-free, worldwide right to use the electronic data specifically pertaining to Customer and/or its Authorized Users that is processed using the Software (collectively, "Customer Data") strictly and exclusively for the limited purpose of providing the Subscription and any improvements thereto to Customer.

    3. Aggregated Data. Exterro solely and exclusively owns the aggregated, anonymized, and statistical data derived from the operation of the Software, including without limitation, the number of records in the Service, the number and types of transactions, configurations, and reports processed in the Service and the performance results for the Service (the "Aggregated Data"). Nothing herein is to be construed as prohibiting Exterro from utilizing the Aggregated Data solely for purposes of optimizing system performance, provided that Exterro's use of the Aggregated Data will not reveal any actual Customer Data or the identity, whether directly or indirectly, of any individual or Customer. In no event will the Aggregated Data include any Personally Identifiable Information or Customer Confidential Information.

    4. Ownership of Software and Other Materials. Customer acknowledges that Exterro is and will remain the exclusive owner of all right, title and interest, including all Intellectual Property, in and to (a) the Software, and (b) all translations, adaptations, developments, enhancements, improvements, Updates, customizations, and other modifications and derivative works of the Software, in whole or in part, whether or not developed for the Customer. No rights are granted to Customer hereunder other than as expressly set forth herein. To the extent any suggestions, ideas, enhancement requests, feedback, or recommendations are provided by or on behalf of Customer regarding the Licensed (the "Feedback"), Customer acknowledges the absolute ownership of same by Exterro and grants to Exterro a royalty-free, limited, worldwide, irrevocable, perpetual license to use all Feedback for any purpose. All Feedback will be anonymized, de-identified and/or rendered in such a manner so as not to identify Customer or its Affiliates or contain any Customer Confidential Information. In Exterro providing any report template or other product configuration, the report template or product configuration is Exterro's Intellectual Property Right, and the Customer Data is Customer's Intellectual Property. Notwithstanding the preceding, Exterro grants the right for Customer to use reports previously downloaded after termination. Exterro does not and is not to be deemed to transfer to Customer any Intellectual Property rights therein, whether as "work-for-hire" or otherwise, other than the right to Use the same in accordance with this Agreement as part of the Software.

8. **Security.**
    1. Security. Exterro will use commercially reasonable security methodologies to protect Customer Data and will require use of such methodologies from its subcontractors. The specific methods used may vary from time to time to stay current with industry best practices.

    2. Data Breach. In the event a Party becomes aware of any unauthorized and/or unlawful access, use, disclosure, destruction, or loss of Customer Data stored in Exterro Hosted Software used by Customer in accordance with the terms of this Agreement (a "Data Breach"), such Party will promptly notify the other and will cooperate with reasonable efforts to resolve the Data Breach. Each Party shall bear the costs of such remediation or mitigation to the extent the Data Breach was caused by it.

9. **Confidential Information.**

1. Obligation as to Confidential Information. Each party acknowledges that it may, during this Agreement, acquire information or knowledge of the other party that is Confidential Information. Each party during the term of this Agreement and for so long thereafter as such information remains confidential or proprietary to the disclosing party, shall treat all such information as confidential and use the same degree of care that each such Party uses to protect its own Confidential Information, but in no event less than a reasonable amount of care. Neither Party shall use Confidential Information of the disclosing party for purposes other than those necessary to directly further the purposes of this Agreement. Except for a receiving party's representatives, neither Party shall disclose the disclosing party's Confidential Information to unaffiliated third parties without prior written consent of the other Party. This Section does not modify the terms of any license provision.

2. Exceptions. Confidential Information of a disclosing party does not include any information that (i) was known to the receiving party prior to disclosure by the disclosing party, (ii) is publicly disclosed without restriction through no fault of the receiving party, or (iii) was independently developed by the receiving party or unaffiliated third party without use of the disclosing party's Confidential Information.

3. Permitted Disclosure. Either party may disclose Confidential Information if and only to the extent it is required pursuant to applicable law, rule, or court order, provided it gives the other party prompt notice (provided the party is permitted by law to give notice) and cooperates in any attempt to obtain a protective order or other confidential treatment of such disclosure at the disclosing party's cost.

4. Proprietary Rights. All Confidential Information, unless otherwise specified in writing, remains the property of the disclosing party except as stated in Section 7.4 (Ownership of Software and Other Materials). No rights, including, but not limited to, Intellectual Property rights, in respect of a party's Confidential Information, are granted to the other party.

5. Return of Confidential Information. Upon written request by the disclosing party at any time, the receiving party shall: (a) promptly turn over to the disclosing party all Confidential Information of the disclosing party, all documents or Media containing the Confidential Information, and any and all copies or extracts thereof, that the receiving party possesses or controls; or (b) promptly destroy the Confidential Information, and any and all copies or extracts thereof that the receiving party possesses or controls, and provide the disclosing party with written certification of such destruction signed by an authorized representative of the receiving party.

6. Equitable Relief. The receiving party acknowledges and agrees that due to the unique nature of the disclosing party's Confidential Information, there may be no adequate remedy at law for any breach of its obligations. The receiving party further acknowledges that any such breach result in irreparable harm to the disclosing party and, therefore, that upon any such breach or any threat thereof, the disclosing party shall be entitled to seek appropriate equitable relief, including but not limited to injunction in addition to whatever remedies it may have at law. The receiving party shall notify the disclosing party in writing immediately upon the occurrence of any such unauthorized release or other breach.

10. **Warranties and Disclaimers.**

1. Exterro Warranty. Exterro represents and warrants that (a) it has the full corporate right, power, and authority to enter into this Agreement and to perform the acts required of it under this Agreement, and (b) Exterro has taken commercially reasonable efforts to ensure the Software does not contain any Harmful Code.

2. Exterro Performance Warranty and Exclusive Remedy. Exterro warrants that during the Subscription, the Software will operate without a Defect that causes a material failure of Customer's Production instances of the Software to perform in accordance with the Documentation. Customer's exclusive remedy for breach of this warranty is for Exterro to correct or provide a work around for the Defect upon submission of a support ticket. If the Defect continues to cause a material failure in Customer's Production instance of the Software without correction or work-around thirty (30) days after written notice to Exterro of a warranty claim under this Section 10.2, then Customer may terminate the affected Subscription and Exterro shall refund to Customer any prepaid Subscription Fees covering the remainder of the Subscription for the affected Software after the date of termination. This Section sets forth Customer's exclusive rights and remedies and Exterro's sole liability in connection with any Defect or other failure of the Software to perform in accordance with the Documentation or any other manner. Notwithstanding any other provision in this Agreement, Exterro shall have no obligation to support and shall have no liability or obligation due to unavailability, malfunction, or degradation of performance in the Software due to modifications of the Software by any person other than Exterro or a person acting at Exterro's direction.

3. Professional Services. Exterro warrants to Customer that all Professional Services provided under this Agreement will be performed by competent Personnel with appropriate experience in providing such Services. Exterro 's sole obligation and Customer's sole and exclusive remedy for breach of the foregoing warranty shall be the re-performance of the defective Professional Services.

4. Warranty Limitations. The warranties set forth in 10.1, 10.2, and 10.3 do not apply to and, to the full extent permitted by law, Exterro shall have no responsibility for breaches of warranty to the extent arising from: (a) Customer's operator errors; (b) Customer hardware or operating system failures; (c) the modification or attempted modification of the Software by any person

other than Exterro; (d) the combination or attempted combination of any Software with products or services not provided by Exterro (except as directed or authorized by Exterro); (e) use of any portion of the Software in a manner not permitted or contemplated by this Agreement or the Documentation; (f) use of an earlier Version of some or all of the On-Premises Software or use of the On-Premises Software without all of the Updates installed in accordance with the terms and conditions of Sections 3 and 6 (Support and Customer Responsibilities); and (g) damage to the Software caused by Customer. The warranties in Section 10.2 also apply to Updates.

5. Customer Warranties. Customer represents and warrants that (a) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it under this Agreement, (b) Customer has all rights and consents necessary to provide the Customer Data to Exterro and its Subcontractors, and to grant the license stated in Section 7.2 (Right to Use Customer Data), (c) Customer has taken commercially reasonable efforts to ensure Customer Data does not contain any Harmful Code, (d) the Customer Data does not violate the terms of this Agreement.

6. DISCLAIMER. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, NEITHER PARTY PROVIDES ANY OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.   EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXTERRO DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE OR THAT THE SOFTWARE WILL ASSURE COMPLIANCE WITH LEGAL REQUIREMENTS. Without limiting the foregoing, Exterro and its affiliates, distributors, agents, subcontractors and suppliers do not warrant, and expressly disclaim any representation or warranty, that the Software, Content or PROFESSIONAL Services provided by or on behalf of Exterro will satisfy Customer's requirements. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST. CUSTOMER MAY HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

11. **Indemnification.**
    1. Exterro's Obligation. Exterro will defend Customer and its respective officers, directors, and employees from a third party' claim that arises out of or relates to Exterro's material breach of its: (i) confidentiality obligations in Section 9, or (ii) a violation of applicable law in connection with this Agreement (in each case, a "Claim") and pay any court-ordered award of damages or settlement amount, and reasonable attorney fees, to the extent caused by such Claim.

    2. Intellectual Property. Exterro will defend or settle, at its option and expense, any action, suit or proceeding brought against Customer by a third party alleging that the Exterro Software infringes such party's patent, copyright, or trademark ("IP Claim") and pay any court-ordered award of damages or settlement amount, and reasonable attorney fees, to the extent caused by such IP Claim. If any portion of the Software becomes the subject of a Claim, Exterro may: (a) contest the IP Claim; (b) obtain permission from the claimant for Customer's continued use of the Software; (c) replace or modify the Software to avoid infringement, if such replacement or modification has substantially the same capabilities as the Software; or, if the foregoing (a), (b), and (c) are not available on commercially reasonable terms in Exterro's judgment, then (d) terminate Customer's use of the affected Software upon forty-five (45) days' written notice and pay to Customer a refund of any prepaid Subscription Fees covering the remaining portion of the applicable Subscription for the affected Software after the date of termination.

    3. Exceptions. Notwithstanding Section 11.2 above, Exterro shall have no indemnification obligation or liability for any IP Claim arising in whole or in part from: (i) any use of the Software which exceeds the authorized use permitted under this Agreement; (ii) Customer's Data infringe upon or misappropriate the Intellectual Property of such third party; (iii) use of the Software by Customer in violation of applicable law; (iv) use of the affected Software after termination in accordance with clause (d) of Section 11.2; (v) modifications to the Software by any person other than Exterro or a person acting at Exterro's direction; (vi) use of the Software in combination with any hardware, software, application or service made or provided other than by Exterro; (vii) Customer continues the allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (viii) where Customer has failed to install an Update as required under Section 3.1.2 (On-Premises Software Support).

    4. Customer's Obligation. Customer shall indemnify, defend and hold harmless Exterro, each Exterro Affiliate, and their respective officers, directors, employees, agents, successors and assigns against a third party's claim that arises out of or relates to Customer's material breach of its: (i) confidentiality obligations in Section 9, (ii) a violation of applicable law, or (iii) Customer Data, including any processing of Customer Data by or on behalf of Exterro in accordance with this Agreement (in each case, a "Claim"). Customer will further indemnify and hold harmless Exterro against any court-ordered award of damages or settlement amount, and reasonable attorney fees to the extent caused by such Claim.

    5. Process. The foregoing indemnity obligations are conditioned on the indemnified Party notifying the indemnifying Party promptly in writing of any actual or threatened Claim or IP Claim, and fully cooperating with the indemnifying Party in the defense or settlement of the Claim or IP Claim. SECTIONS 11.2, 11.3 and 11.4 STATE EACH PARTY'S ENTIRE LIABILITY, AND THE OTHER PARTY'S EXCLUSIVE REMEDY, FOR THIRD PARTY INFRINGEMENT CLAIMS AND ACTIONS.

12. **Limitation of Liability**.

1. EACH PARTY'S LIABILITY TO THE OTHER UNDER THIS AGREEMENT IS LIMITED AS FOLLOWS:
    1. DISCLAIMER OF DAMAGES. NEITHER PARTY SHALL BE LIABLE FOR ANY OF THE OTHER PARTY'S INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR REVENUE, LOST OR INACCURATE DATA OR LOST SAVINGS).

    2. GENERAL CAP. EXCEPT FOR EXTERRO'S CLAIMS FOR UNPAID FEES AND AS OTHERWISE PROVIDED BELOW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY AMOUNTS IN EXCESS OF ONE MILLION DOLLARS (THE "GENERAL CAP").

    3. SUPER CAP CLAIMS. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY TO: (I) A PARTY'S BREACH OF ITS OBLIGATIONS IN SECTION 8 (SECURITY), SECTION 9 (CONFIDENTIALITY); OR (II) EXTERRO'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11.2 (INTELLECTUAL PROPERTY) (COLLECTIVELY, "SUPER CAP CLAIMS"); PROVIDED THAT A PARTY'S TOTAL AGGREGATE LIABILITY FOR SUPER CAP CLAIMS SHALL NOT EXCEED THREE MILLION DOLLARS.

    4. APPLICATION. OTHER THAN AS STATED ABOVE, THESE LIMITS APPLY REGARDLESS OF THE FORM OF CLAIM (CONTRACT, TORT OR OTHERWISE) AND EVEN IF THIS SECTION IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. IN SUCH EVENT, LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

13. **Termination.**
    1. Termination for Cause by Exterro. In the event Customer (i) materially breaches any terms or conditions of this Agreement and failed to cure the breach following at least 30-days written notice; (ii) becomes insolvent; (iii) makes an assignment for the benefit of creditors; (iv) files or has filed against it a petition in bankruptcy or seeking reorganization; (v) has a receiver appointed; (vi) institutes any proceedings for liquidation or winding up or has such proceedings instituted against it; then Exterro may, in addition to other rights and remedies it may have available, terminate this Agreement immediately by written notice.

    2. Consequences of Termination by Exterro for Cause. Upon the termination or expiration of this Agreement, Customer shall immediately cease using the Software, terminate access to all Software and destroy all Documentation and communications containing Exterro Confidential Information. Customer shall notify Exterro when it destroys or deletes Software, Documentation and Confidential Information and shall send written confirmation of such action to Exterro within ten (10) days thereof. Customer is not entitled to a refund of any Subscription Fees or fees for Software or support paid to Exterro.

    3. Termination for Cause by Customer. In the event Exterro (i) materially breaches any terms or conditions of this Agreement and failed to cure the breach following at least 30-days written notice; (ii) becomes insolvent; (iii) makes an assignment for the benefit of creditors; (iv) files or has filed against it a petition in bankruptcy or seeking reorganization; (v) has a receiver appointed; (vi) institutes any proceedings for liquidation or winding up or has such proceedings instituted against it; then Customer may, terminate this Agreement for Cause immediately by written notice.

    4. Consequences of Termination by Customer for Cause. Upon any termination for cause by Customer, Exterro shall advise Customer of the extent to which their Subscription or performance of any Professional Services were completed through such date. Customer shall pay for all additional Professional Services performed and expenses incurred with respect to

    5. any such additional Professional Services through the date of termination. Exterro shall refund to Customer any pre-paid unused portion of Subscription Fees post the receipt of the written uncured Notice of Default. Customer shall destroy all Exterro Software, Documentation, and communications and send written confirmation of such action to Exterro within ten (10) days thereof.

    6. Effect of Expiration or Termination. Upon expiration or termination for any reason, (a) Customer shall immediately cease all access to the affected Software, and if applicable shall uninstall any Exterro software that was installed on its systems in connection with the Services, and (b) upon Customer's written request (which Exterro must receive within 30 days after termination) Exterro shall provide Customer with an electronic copy of the Customer Data (defined below) in a standard commercial format. Exterro is not responsible for maintaining any Customer Data more than 45 days following termination or expiration.

    7. Survival. Upon any termination of an Order or this Agreement, only the following terms survive: Sections 1 (Definitions), 2.4 (Restrictions on Use), 5.4 (Payment Terms), 7 (Proprietary Rights), 9 (Confidential Information), 10 (Warranty and Disclaimers), 11 (Indemnification), 12 (Limitations of Liability), 13 (Termination), and 14 (Miscellaneous).

14. **Miscellaneous.**
    1. Governing Law and Consent to Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Oregon and the federal laws of the United States of America. Customer hereby consents and submits exclusively to the

jurisdiction and forum of the state and federal courts in the State of Oregon in all questions and controversies arising out of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply or govern this Agreement or the Software licensed pursuant to this Agreement.

2. Export Controls. Customer acknowledges that the Software is subject to export controls under United States laws and regulations, including the Export Administration Regulations, 15 C.F.R. Parts 730-774, and may be subject to other applicable laws and regulations in other jurisdictions relating to export, re-export, import, transfer or other disposition of software and other technology (collectively, "Export Control Laws"). From and after Exterro 's Delivery of the Software to Customer, Customer shall comply with all applicable Export Control Laws applicable to the Software.

3. Compliance with Applicable Laws. Each Party shall perform any and all activities it undertakes in connection with this Agreement in compliance with all applicable laws and regulations arising out of the subject matter of this Agreement.

4. No Third-Party Beneficiaries. Except for the indemnified parties stated in Section 11 (Indemnification): a) no third party is intended to be or is a third-party beneficiary of any provision under this Agreement; and Exterro and Customer, and each parties' Affiliates, as applicable, are the only parties entitled to enforce the rights set out in this Agreement.

5. Assignment. Neither Party shall assign its rights or obligations, whether by operation of law or otherwise, without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned nor delayed. Notwithstanding the foregoing, either Party may, upon notice and without the other Party's consent: (i) in connection with a merger, reorganization or sale of all or substantially all of the assets or equity of such Party, assign this Agreement in its entirety to such Party's successor; and (ii) assign this Agreement in its entirety to any company, partnership or other legal entity which from time to time directly or indirectly Controls, is Controlled by or is under the common Control with such Party, where "Control" means the legal power to direct or cause the direction of the general management of the company, partnership or other legal entity. Any attempted or purported assignment in violation of this Section will be null and void. Subject to the foregoing, this Agreement binds and inures to the benefit of the Parties, their respective successors and permitted assigns.

6. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including without limitation: pandemics or other national health crises, strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), trespassing, sabotage, theft or other criminal acts, failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, explosions, collapse of building structures, fires, floods, storms, earthquakes, epidemics or similar events, natural disasters or extreme adverse weather conditions (each a "Force Majeure Event"). The Party suffering a Force Majeure Event shall use reasonable efforts to mitigate against the effects of such Force Majeure Event.

7. U.S. Government Rights (if applicable). All Exterro software is commercial computer software, and all services are commercial items. "Commercial computer software" has the meaning set forth in Federal Acquisition Regulation ("FAR") 2.101 for civilian agency purchases and the Department of Defense ("DOD") FAR Supplement ("DFARS") 252.227-7014(a)(1) for defense agency purchases. If the software is licensed or the services are acquired by or on behalf of a civilian agency, Exterro provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as required in FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data) and their successors. If the software is licensed or the services are acquired by or on behalf of any agency within the DOD, Exterro provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as specified in DFARS 227.7202-3 and its successors. Only if this is a DOD prime contract or DOD subcontract, the Government acquires additional rights in technical data as set forth in DFARS 252.227-7015. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS or other clause or provision that addresses Government rights in computer software or technical data.

8. Subcontracting. "Subcontractor" means a third-party that provides a material component of the Services. Customer hereby consents to Exterro engaging (and/or dismissing) Subcontractors provided that (i) Exterro shall require by written agreement of its Subcontractor's compliance with the applicable laws and will ensure it has the contractual terms in place with such Subcontractor that are required by the applicable laws; and, (ii) Exterro shall remain responsible for the Subcontractor's performance under these terms and the Agreement.

9. Amendment. Any modification of this Agreement, an Order Form, the Software Guide, a SOW, or a Service Description must be in writing, referencing this Agreement, and signed by authorized representatives of both Parties.

10. Insurance. During any period in which it is performing services for Customer, Exterro will maintain (and will assure that its contractors and agents agree to maintain) the following policies of insurance during the term of this Agreement: (a) workers' compensation with such coverage amounts at least equal to that legally required in jurisdictions in which such services are being performed, (b) general liability insurance in commercially reasonable amounts covering liability for bodily injury, death and

property damage, (c) general commercial liability insurance, and (d) cyber insurance in commercially reasonable amounts. Upon written request, Exterro shall promptly provide confirmation of such insurance coverage.

11. Independent Contractor. Each party's relationship to the other is that of an independent contractor. Nothing in this Agreement, and no course of dealing between the parties, is to be construed to create a partnership, joint venture or employment or agency relationship between the parties or between Customer and any Exterro employee, agent or contractor. Neither party has any authority to bind, incur liability for or otherwise act on behalf of the other party, and neither party will represent or imply that it has any such authority.

12. Injunctive Relief. A violation of Sections 2 (License Grant), 7 (Proprietary Rights), or 9 (Confidential Information), including any infringement or misappropriation of any Software or Intellectual Property rights will cause severe and irreparable injury to Exterro and threaten its core business interest with no adequate remedy at law. Accordingly, in the event of any actual or threatened violation or breach of those Sections, the breaching party agrees that the non-breaching party shall be entitled to seek immediate injunctive relief, without the need to post bond or surety, to prevent or stop such violation or breach, as well as other equitable and legal remedies available to such party.

13. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section. **Notice to Exterro:** General Counsel, Exterro, Inc., 2175 NW Raleigh St., Suite 110, Portland, OR 97210, with a copy to: legal@exterro.com. Notice to Customer will be sent to the address listed on an ordering document.

14. Use of Customer Name. Customer agrees to the use of Customer's name by Exterro for marketing purposes, provided Exterro complies with Customer's trademark usage and other quality control provisions.

15. Headings, Construction, and Advice of Counsel. Section headings in this Agreement are for convenience only and will not in any way affect the meaning or interpretation of each section. The word "including" is not intended to be limiting. No rule of strict construction is to be used when interpreting this Agreement. The Parties acknowledge that they have been advised by counsel of their own choosing, played equal parts in negotiating this Agreement and that its terms will be interpreted without any bias against one Party as drafter.

16. Entire Agreement. This Agreement (including the Order Form) and any other referenced documents reflect the entire agreement between the parties concerning the Software, Professional Services, and Subscription, and supersede any prior or contemporaneous agreements, communications, or understandings (whether written or oral). Both Parties must agree in writing to any amendments or modifications. All terms, conditions, or provisions which may appear as pre-printed language or otherwise be inserted within any purchase order shall be of no force and effect notwithstanding the acceptance of such purchase order after the date of this Agreement. If any provision of this Agreement is declared invalid or unenforceable, then the court shall replace the invalid or unenforceable provision with a valid and enforceable provision that most accurately reflects the Parties' intentions, and the remaining provisions of this Agreement shall remain in full force and effect

EXTERRO DATA RISK MANAGEMENT PLATFORM

Overview

E-Discovery Product Suite

Digital Forensics Product Suite

Data Privacy, Security, and Governance Suite

Cybersecurity Compliance Product Suite

Law Enforcement Forensic Product Suite

SOLUTIONS

Firms

RESOURCES

Resources Hub

Basics of E-Discovery

Basics of Data Privacy

Basics of Digital Forensics

COMPANY

About Exterro

Leadership

Partner Program

For Law Enforcement

For Public Sector

For Corporations

For Service Providers

For IT Teams

For E-Discovery Teams

For Law Enforcement Teams

For Data Privacy Teams

For Cybersecurity Compliance Teams

For Legal Teams

Become a Partner

News & Press

Careers

Contact Us

Exterro E-mail Preference Center

Trust Center

Website Terms of Use

Modern Slavery Statement

Cybersecurity e-Discovery Software as a Service (OT25112)
West Virginia Office of Technology
March 7, 2025 @ 1:30 p.m.

Appendix B – Exterro Subscription Service Guide SaaS Hosted

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Exterro Maintenance and Support Services – Service Level Agreement (SLA)

This document describes the hosting services, and software maintenance and support services that Exterro provides for our Customers. Capitalized terms not defined herein shall have the meaning set forth in the Agreement between Customer and Exterro.

1. Support

During the Subscription Term, Exterro shall use reasonable efforts to resolve Defects (defined below) in the Subscription and Hosting Services ("Support"). Support does not include: implementation services; configuration services; integration services; customization services or other custom software development; support for modifications of the Exterro Software by any person other than Exterro or a person acting at Exterro's direction; support for development materials; training or "how-to" assistance with administrative functions; other professional services; corrections of immaterial Defects or corrections that will degrade the Subscription Service.

A "Defect" means a problem causing the Subscription Service to not conform to the Product Documentation. "Available" or "Availability" means that the Services are readily available to Customer and operating in accordance with the Product Documentation. Customer may request Support for a Defect at the online portal https://support.exterro.com or any successor site.

Exterro will use commercially reasonable efforts to respond to the Support request in the following target time frames:

Nature of Defect	Production Instance Target Initial Response Time
Availability Defect	● Classified as P1 Defect ● Within 30 minutes ● Commencement of corrective action is within 2 business hours
Critical Defect	● Classified as P2 Defect ● Within 2 business hours ● Commencement of corrective action is within 6 hours
Non-Critical Defect	● Classified as P3 Defect ● Within 12 hours business hours, excluding federal holidays ● Commencement of corrective action is next service pack or minor release
Other	● 16 business hours

The priority level will be assigned by these guidelines: "P1-Urgent" is a production instance of the Subscription Service not Available; "P2-High" is a non-production instance not Available or a Defect in a critical function of a production instance; "P3-Medium" is a production instance Defect that is not a P1 or P2 request or a Defect in a critical function of a non-production instance; and "P4-Low" is an Enhancement Request, or a Defect that is not a P1, P2 or P3 request.

Support hours for Hosted products are 24/7.

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API Support

Exterro APIs function in accordance with their documentation, and Exterro's support obligation is limited to the functionality delivered as part of the Subscription Service. Exterro is not responsible to support Customer's information systems, or its internal functions, and third-party products or services which may use Exterro APIs. Exterro disclaims any Service Level failure attributable to Customer's acts or omissions with regard to Customer's use of APIs in such internal systems. Upon Customer request, Exterro may assist in diagnosing and resolving issues related use of Exterro APIs with their systems; however, Customer acknowledges such support is outside of Exterro's support obligations and Exterro is not responsible for providing a fix. Requests for such support shall be designated as a P3 Support request.

Case Logging and Monitoring

New cases can be logged online at any time from the Exterro Support Portal, at https://support.exterro.com. Our technical support team is on call 24/7/365 to support any high priority issues (P1) that might arise after hours. All tickets logged can be tracked and managed from the Support Portal.

Regardless of the response standards set forth above, Exterro Support endeavors to connect all Priority 1 cases directly to an Exterro Support Analyst during Exterro's regular hours of service (7:00 a.m. to 6:00 p.m. PST). Any Priority 1 call not immediately connected to a Support Analyst will be serviced within the time frames defined above.

To ensure speedy resolution, the Customer contact who logged the case must be readily available throughout the time period that the case is being worked on. For Priority 1 cases, Exterro Support will work on the case until one of the following states is reached:

- The problem is resolved.
- The Support Analyst is able to provide a reasonable and mutually acceptable alternative solution.
- The Customer contact who created the ticket, or the person listed as the contact, is unavailable or abandons the case. During the case resolution process you are required to involve the appropriate number and level of staff needed to work with Exterro on the issue effectively.

Closing a Support Case

A case is closed only when one of the following occurs:

- The case is resolved, i.e. the Customer contact and our Support Analyst mutually agree on a solution to the issue. This may include an alternative solution, configuration change, or the provision of additional software.
- The issue is found not to be due to any deficiency in the Exterro Software or Subscription Services.
- A resolution can be provided only by an enhancement to the Exterro Software, and the enhancement has been identified as a candidate for future releases. All enhancements remain as candidates until released or deemed inappropriate at a future date.
- A resolution can be provided only by a change to existing functionality in the Exterro Product, and it is determined by Exterro, in its reasonable discretion, that such a change is not suitable and therefore no further action will be taken.
- A resolution can be provided only by in-depth knowledge transfer that must be obtained through engaging Training or other Professional Services.
- A resolution can be provided only by engaging Professional Services to assess any environmental customization, design or architectural influences that might be directly causing or contributing to the issue. This is most likely to occur when the issue cannot be reproduced in a baseline environment.
- The case has been left open for five consecutive business days, while waiting for a response from the Customer contact who created the case. Exterro Support will make reasonable efforts to connect with the Customer contact who created the case or others listed as a contact in the ticket, but if there is no response within the five days, we will close the case.

Case Escalation

Exterro strives to provide its customers with the best support for issue resolution. If it appears that an issue is not being resolved quickly enough, escalation can occur in one of the following ways:

- **Automated Escalation:** Exterro employs automated internal escalation to various resources based on the severity

of the issue and the length of the time an issue is open. **Proactive Escalation:** Exterro support can escalate an issue at any time if additional resources are required. Additionally our Support Manager reviews issues to ensure progress towards resolution at a reasonable pace given the priority of the issue.

- **Customer Initiated Escalation:** You can request escalation of an open issue, at which time we will assess the issue to quickly determine the cause(s) and work towards a solution. You can make your request through the Account Manager assigned to you who will, in turn, engage a Support Manager to work with you through the escalation process.

Customer Responsibility

Exterro relies on our customer to provide detailed information in the process of properly diagnosing a problem. Failure to provide detailed information at the beginning of the process will result in a delayed resolution.

- For Gold and Silver support customers, Email and Website submission are the only methods to reach Gold and Silver support.
- Ticket information is to include but not limited to: Any appropriate logs, screenshots, offending data, product, version and basic steps to reproduce any issue.
    - Failure to provide the necessary information to our support staff will delay or prevent Exterro's ability to provide a solution or workaround.
- Customers must have an active maintenance contract with Exterro to expect support. Exterro support may request a license number from the customer to validate active maintenance.
- Customer must specify the priority level to Exterro when Customer reports the Defect.   Exterro will assume any Defect is P3 unless advised otherwise by Customer when Customer reports the Defect. Exterro may dispute in good faith a priority level specified by Customer, and if Exterro does so, the parties shall cooperate to determine the appropriate Defect level specification, provided that Customer may not give any notice of material breach in connection with an Defect until the parties have agreed that the Defect in question is not a P3 Defect. In addition, Exterro will: (a) immediately notify third party vendors of vendor-related Defects that are reported by Customer or any other customer; and (b) make available to Customer any Defect Corrections that are made available by such vendor(s) immediately after they are delivered to Exterro and, if applicable, shall assist Customer in installing and otherwise implementing all such Defect corrections.

Development Escalation Policy

Exterro Support will always strive to solve, or provide a workaround, whenever possible, however, should the need to escalate a Defect to involve development assistance, a new set of response times will be implemented. Customers will be asked to assign a Priority to the nature of the development request based on the following criteria:

- P1 – Urgent (Service down - Complete Outage): Development will engage with support engineer and customer within 2 business hours of outreach to development. Hotfix will be provided if necessary.
- P2 – High (Mission Critical Defect – No workaround): Development will engage with support engineer within 8 business hours of development outreach to begin troubleshooting. Hotfix will be provided if necessary.
- P3 – Medium (Non-Mission Critical Defect or Mission Critical Defect with available workaround): Development will scope the nature of the Defect and provide a status update on a monthly basis. A status update will be provided within two weeks of the first of each month with the anticipated release this fix will be included in.
- P4 – Low (Cosmetic issue or Feature Request): Development will scope the nature of the Defect or Feature request and determine the feasibility of implementing a change in a future release. Support ticket will be closed and, if implemented, enhancement or fix will be noted in the Release Notes.

2. Updates

Exterro delivers different types of software releases during the life of a product. Most release types are available for download from the Exterro Support Portal.

Included in Subscription Service

"Updates" are Exterro's releases of the Subscription Service for repairs, enhancements or new features applied by Exterro to Customer's instances of the Subscription Service at no additional fee during the Subscription Term. Exterro, alone, has the

discretion to provide new functionality either: (i) as an Update included in the current Subscription at no additional fee, or (ii) as different Software or Service for a separate fee. Exterro determines whether and when to develop, release and apply any Update to Customer's instances of the Subscription Service.

Notice of Updates; Maintenance Downtime

Exterro shall use reasonable efforts to give Customer thirty (30) days' notice of any Update to the Subscription Services or the Exterro Platform. Exterro shall use reasonable efforts to give Customer ten (10) days' notice of any upgrade to the infrastructure network, hardware or software used by Exterro to operate and deliver the Subscription Service, if Exterro in its reasonable judgment believes that the cloud infrastructure upgrade will impact Customer's use of its production instances of the Subscription Service. Exterro will perform regular maintenance of all hosted sites. Maintenance will be performed typically on Thursday nights, in a window that extends from 6:00 p.m. to around 2:00 a.m. (Pacific Standard Time) the following morning. Exterro will use commercially reasonable efforts to limit the period of time during which the Subscription Service is unavailable due to the application of Updates to no more than two (2) hours per month ("Maintenance Downtime").

Notwithstanding the foregoing, Exterro may provide Customer with a shorter, or no, notice period of an Update if necessary, in the reasonable judgment of Exterro, to maintain the availability, security or performance of the Subscription Service for Customer or other Exterro customers.

Patch Maintenance for the Application

Exterro will perform regular maintenance for all hosted sites. Exterro will provide a notice at least 24 hours in advance regarding all patch maintenance that may affect the Availability of the Subscription and Hosting Services.

Patch for Operating Systems and any vulnerabilities for third party software

Exterro Software supports several databases, operating systems, web servers and application systems. The Product Development and Support teams are constantly reviewing patches provided by third-party vendors for any vulnerabilities or improvements in their applications. Before applying patches that may affect the Availability of the Subscription and Hosting Services we will make commercially reasonable efforts to communicate with the Customer contact to provide notice at least 24 hours in advance. However, urgent vulnerability or Operating System patches may be applied without notice. Some Operating Systems (OS) patches are performed by our hosting partner in coordination with Exterro's technical support and hosting teams.

Major Releases

Major Releases feature new capabilities, new supported environments, quality improvements, scalability, performance gains and architectural enhancements. Major Releases are fully regression tested and typically require a full uninstall/reinstall of the Exterro product.

Service Packs

Service Packs are also incremental fixes to a Major Release, but are not made available for all Products. Service Packs are subject to full regression testing and are the accumulation of all previous Service Packs for a specific Major Release. Service Packs require that you have the latest Major Release already installed. Service Packs do not generally provide updates to supported environments or add new capabilities. Note that a Service Pack is applied to a Major Release, and installs only files that have been changed.

Hot Fixes

Hot Fixes are limited corrections of specific issues reported by one or more customers. They are normally sent only to customers who have reported one of the corrected problems, and who require immediate attention. Hot Fixes do not address customer enhancement requests. Not all Defect corrections can be delivered as Hot Fixes. Due to their urgency, Hot Fixes undergo only targeted testing of specific fixes rather than a full regression testing. If the issue is not causing a major business impact, we recommend that you wait for a scheduled Service Pack, which will be fully regression tested. Hot Fix corrections, once fully regression tested, are automatically included in the next Service Pack.

Documentation

Updated Product Documentation is provided with each Major Release. The documentation details new features, enhancements, and may incorporate user feedback which has been provided to us. Documentation can be downloaded from the Support Portal.

Release Schedules

Exterro generally targets a Major Release every 6 to 12 months, and Service Packs 2 -3 per year. Exterro strongly recommends that customers upgrade to Major Releases and install Service Packs as they become available. While we endeavor to answer questions about older versions of our Products, provided resources are available, we encourage customers using unsupported versions to upgrade to the current version of the software.

End-of-Support

Exterro will provide Technical Support for the Current Major Release and the immediately prior Major Release of each product. Development escalation and assistance will only be provided for the Current Major Release. For a full detailed list of the currently supported releases, please visit https://support.exterro.com

3. Availability Service Level

Availability.

Exterro's Availability service levels are based on a 24/7/365 basis. "Available" means that the Subscription Service can be accessed by Customer via a secure password protected web site(s) hosted by Exterro, and will operate in accordance with the Product Documentation, except for: (i) Maintenance Downtime in an amount no more than two (2) hours per calendar month; and (ii) downtime caused by circumstances beyond Exterro's reasonable control, including without limitation, selected Force Majeure Events, such as, for example, general Internet outages, failure of Customer's infrastructure or connectivity (including without limitation, direct connectivity and virtual private network (VPN) connectivity to the Subscription Service), computer and telecommunications failures and delays not within Exterro's control, and network intrusions or denial-of-service or other criminal attacks ("Excusable Downtime"). The Subscription Service will be available at least 99.9% of the time during each month, excluding Excusable Downtime ("Uptime Commitment").

Calculation of Subscription Service Availability

Subscription Service Availability = (total hours in month – Excusable Downtime) X .999.

By way of example, in a normal 30-day month, in which there are no uncontrollable events, Subscription Service Availability will be (30 (days) X 24 (hours) – 2 (hrs. Maintenance)] X .999 (uptime percentage) = 717.282 hours. For any time, the Subscription Service Availability is less than 717.282 hours in that reporting period, the Service Level credit applies.

Failure to Meet Service Levels.

In the event Exterro does not meet one or more of the requisite Service Levels, Exterro shall: (a) reduce the next applicable Subscription Services Fees invoice to Customer by the amount of the applicable Performance Credits (defined below) as a credit and, (b) use its best efforts to ensure that any unmet Service Level is subsequently met. Notwithstanding the foregoing, Exterro will use commercially reasonable efforts to minimize the impact or duration of any outage, interruption, or degradation of Service.

If Customer documents that Exterro has breached the Uptime Commitment service level in any month, Customer shall so notify Exterro and provide the dates and times that the Service was not available. Upon reasonable verification that the Uptime Commitment was not achieved, Customer's sole remedy for failure to meet the Service Level is that Exterro shall issue Customer a credit based on the percentage of annual Subscription Fees calculated in accordance with the table below for that month. Such credit will be applied against subsequent invoice(s).

Availability Percentage in any Month	Performance Credit
Less than 99.90% but at least 98.00%	5% of the Annual Subscription Fee divided by 12
Less than 98.00% but at least 95.00%	8% of the Annual Subscription Fee divided by 12
Less than 95.00% but at least 90.00%	10% of the Annual Subscription Fee divided by 12
Less than 90.00%	13% of the Annual Subscription Fee divided by 12

If Exterro fails to meet its Uptime Commitment in three consecutive months during any calendar year, Customer may terminate the Agreement and Exterro will refund any unused, prepaid Fees for the Subscription Services.