State of West Virginia
Agency Purchase Order
Order Date: 07-28-2023

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number:	APO 0210 4407 ISC2400000002 1	**Procurement Folder:**	1265604
Document Name:	Quickbase Emergency Purchase (OT24002)	**Reason for Modification:**	
Document Description:	Quickbase Emergency Purchase (OT24002)		
Procurement Type:	Agency Emergency Purchase		
Buyer Name:	Andrew C Lore		
Telephone:	304-352-4944		
Email:	andrew.c.lore@wv.gov		
Shipping Method:	Best Way	**Effective Start Date:**	
Free on Board:	FOB Dest, Freight Prepaid	**Effective End Date:**	

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: VS0000040847	**Requestor Name:** Andrew C Lore
QUICKBASE INC	**Requestor Phone:** 304-352-4944
290 CONGRESS ST 4TH FL	**Requestor Email:** andrew.c.lore@wv.gov
BOSTON MA 02210	
US	
Vendor Contact Phone: 4404742079 **Extension:**	

Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	Not Entered		
#3	Not Entered		
#4	Not Entered		

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 25305	CHARLESTON WV 25305
US	US

Total Order Amount:	$48,000.00

DEPARTMENT AUTHORIZED SIGNATURE
SIGNED BY: Andrew C Lore
DATE: 2023-07-28
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor, Quickbase Inc., agrees to enter into an emergency contract with the West Virginia Office of Technology (WVOT) for the one-time purchase of Quickbase Enterprise Licenses and an Essential Enablement Service Package for Jobs and Hope, per the Vendor's proposal attached hereto and made apart thereof.

This Purchase Order is being issued at the direction of the Chief Information Officer under his authority as Agency Head to authorize an emergency purchase.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	43230000	1.00000	EA	42000.000000	42000.00
Service From	**Service To**	**Manufacturer**		**Model No**	

Commodity Line Description: Enterprise (User - Annual) - 50 Users

Extended Description:

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	43230000	1.00000	EA	6000.000000	6000.00
Service From	**Service To**	**Manufacturer**		**Model No**	

Commodity Line Description: Essential Enablement Service Package

Extended Description:

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

STATE OF WEST VIRGINIA
ORDER OF PRECEDENT AND ADDITIONAL TERMS AGREEMENT

THIS ORDER OF PRECEDENT AND ADDITIONAL TERMS AGREEMENT, by and between [Quickbase, Inc.] ("Vendor") and the [West Virginia Office of Technology] ("State") is intended to provide an order of priority for the various documents that comprise the contract resulting from the agency-delegated procurement identified as [ ], (the "Contract") and to add certain required contract terms to the Contract.

The Parties Agree as follows:

1. **Order of Precedence:** The Contract is composed of the documents listed in this section. The terms and conditions contained in the various documents shall be interpreted according to the priority given to the Contract document in this section.

   Contract Documents:

   a. This Addendum - First in priority.
   b. West Virginia Software as a Service Addendum attached hereto as Exhibit A – Second Priority
   c. Vendor Quote and Terms attached hereto as Exhibit B – Third Priority

2. **Additional Contract Terms.** The following additional terms are added to the Contract.

   a. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

   b. LATE PAYMENT PENALTIES – Any language in any document imposing any interest or charges due to late payment is deleted.

   c. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

   d. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or

1

services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

e. **PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html

f. **ISRAEL BOYCOTT:** Vendor understands and agrees that pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

g. **NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

h. **LIMITATION OF LIABILITY:** The State and the Vendor have agreed to a limitation of liability in the amount of $1 million, which sufficiently protects the State's risk.

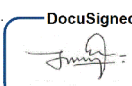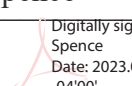The Parties are signing this Agreement on the date stated below the signature.

VENDOR: [Quickbase, Inc.]	West Virginia Office of Technology
Printed Name: Akin Adekeye	Printed Name: Joshua Spence
Signature: [DocuSigned by signature] C386429663404D2...	Signature: Joshua D. Spence Digitally signed by Joshua D. Spence Date: 2023.07.24 15:47:44 -04'00'
Title: SVP, General Counsel	Title: State CIO
Date: 7/14/2023	Date: 07/25/2023

2

Exhibit A – OTHER STATE DOCUMENTS
(If none included then there are no other state documents)

Rev. 1/11/2023

Software as a Service Addendum

In addition to the Terms of Service attached hereto, the parties agree as follows in connection with the provision and use of the Quickbase Service:

1. Definitions:

<u>Acceptable alternative data center location</u> means a country that is identified as providing equivalent or stronger data protection than the United States, in terms of both regulation and enforcement. DLA Piper's Privacy Heatmap shall be utilized for this analysis and may be found at https://www.dlapiperdataprotection.com/index.html?t=world-map&c=US&c2=IN.

<u>Authorized Persons</u> means the service provider's employees, contractors, subcontractors or other agents who have responsibility in protecting or have access to the public jurisdiction's personal data and non-public data to enable the service provider to perform the services required.

<u>Data Breach</u> means the unauthorized access and acquisition of unencrypted and unredacted personal data that compromises the security or confidentiality of a public jurisdiction's personal information and that causes the service provider or public jurisdiction to reasonably believe that the data breach has caused or will cause identity theft or other fraud.

<u>Individually Identifiable Health Information</u> means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

<u>Non-Public Data</u> means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the public jurisdiction because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

<u>Personal Data</u> means data that includes information relating to a person that identifies the person by first name or first initial, and last name, and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, state identification card); financial account information, including account number, credit or debit card numbers; or protected health information (PHI).

<u>Protected Health Information (PHI)</u> means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g,

records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.

Public Jurisdiction means any government or government agency that uses these terms and conditions. The term is a placeholder for the government or government agency.

Public Jurisdiction Data means all data created or in any way originating with the public jurisdiction, and all data that is the output of computer processing or other electronic manipulation of any data that was created by or in any way originated with the public jurisdiction, whether such data or output is stored on the public jurisdiction's hardware, the service provider's hardware or exists in any system owned, maintained or otherwise controlled by the public jurisdiction or by the service provider.

Public Jurisdiction Identified Contact means the person or persons designated in writing by the public jurisdiction to receive security incident or breach notification.

Restricted data means personal data and non-public data.

Security Incident means the actual unauthorized access to personal data or non-public data the service provider believes could reasonably result in the use, disclosure or theft of a public jurisdiction's unencrypted personal data or non-public data within the possession or control of the service provider. A security incident may or may not turn into a data breach.

Service Provider means the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.

Software-as-a-Service (SaaS) means the capability provided to the consumer to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

2. Data Ownership: The public jurisdiction will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access public jurisdiction user accounts or public jurisdiction data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the public jurisdiction's written request.

3. Data Protection and Privacy: Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of public jurisdiction information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of public jurisdiction information and comply with the following conditions:

a) The service provider shall implement and maintain appropriate administrative, technical and physical security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. In Appendix A, the public jurisdiction shall indicate whether restricted information will be processed by the service provider. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind. The service provider shall ensure that all such measures, including the manner in which personal data and non-public data are collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Addendum and shall survive termination of the underlying contract.

b) The service provider represents and warrants that its collection, access, use, storage, disposal and disclosure of personal data and non-public data do and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations, policies and directives.

c) The service provider shall support third-party multi-factor authentication integration with the public jurisdiction third-party identity provider to safeguard personal data and non-public data.

d) If, in the course of its engagement by the public jurisdiction, the service provider has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, the service provider shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the service provider's sole cost and expense.All data obtained by the service provider in the performance of this contract shall become and remain the property of the public jurisdiction.

e) All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data.

f) Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit, in accordance with recognized industry practice. The public jurisdiction shall identify data it deems as non-public data to the service provider.

g) With delivery of the solution and instructions, the service provider shall provide the public jurisdiction documentation providing specific security roles and responsibilities and best practices for implementation of security controls for the service provider's application based upon the solicitation. These security roles shall be made a part of this contract.

h) At no time shall any data or process – that either belong to or are intended for the use of a public jurisdiction or its officers, agents or employees — be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the public jurisdiction.

i) The service provider shall not use or disclose any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

j) Data Location. For non-public data and personal data, the service provider shall provide its data center services to the public jurisdiction and its end users solely from data centers in the U.S. Storage of public jurisdiction data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to *store* public jurisdiction data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. With agreement from the public jurisdiction, this term may be met by the service provider providing its services from an acceptable alternative data center location, which agreement shall be stated in Appendix A. The Service Provider may also request permission to utilize an acceptable alternative data center location during a procurement's question and answer period by submitting a question to that effect. The service provider shall permit its personnel and contractors to access public jurisdiction data remotely only as required to provide technical support.

4. Security Incident or Data Breach Notification: The service provider shall inform the public jurisdiction of any confirmed security incident or data breach.

a) Incident Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as defined by law or contained in the contract. Discussing security incidents with the public jurisdiction shall be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes defined by law or contained in the contract.

b) Security Incident Reporting Requirements: The service provider shall report a confirmed Security Incident as soon as practicable, but no later than twenty-four (24) hours after the service provider becomes aware of it, to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at https://apps.wv.gov/ot/ir/Default.aspx, and (3) the public jurisdiction point of contact for general contract oversight/administration. The following information shall be shared with the public jurisdiction: (1) incident phase (detection and analysis; containment, eradication and recovery; or post-incident activity), (2) projected business impact, and, (3) attack source information.

c) Breach Reporting Requirements: Upon the discovery of a data breach or unauthorized access to non-public data, the service provider shall immediately report to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at https://apps.wv.gov/ot/ir/Default.aspx, and the public jurisdiction point of contact for general contract oversight/administration.

5. Breach Responsibilities: This section only applies when a data breach occurs with respect to personal data within the possession or control of the service provider.

    a) Immediately after being awarded a contract, the service provider shall provide the public jurisdiction with the name and contact information for an employee of service provider who shall serve as the public jurisdiction's primary security contact and shall be available to assist the public jurisdiction twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a data breach. The service provider may provide this information in Appendix A.

    b) Immediately following the service provider's notification to the public jurisdiction of a data breach, the parties shall coordinate cooperate with each other to investigate the data breach. The service provider agrees to fully cooperate with the public jurisdiction in the public jurisdiction's handling of the matter, including, without limitation, at the public jurisdiction's request, making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law and regulation.

    c) Within 72 hours of the discovery, the service provider shall notify the parties listed in 4(c) above, to the extent known: (1) date of discovery; (2) list of data elements and the number of individual records; (3) description of the unauthorized persons known or reasonably believed to have improperly used or disclosed the personal data; (4) description of where the personal data is believed to have been improperly transmitted, sent, or utilized; and, (5) description of the probable causes of the improper use or disclosure.

    d) The service provider shall (1) cooperate with the public jurisdiction as reasonably requested by the public jurisdiction to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and prevent any further data breach at the service provider's expense in accordance with applicable privacy rights, laws and regulations and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

    e) If a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state or federal law; (3) a credit monitoring service (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed $500,000 or five times the amount paid pursuant to this contract; and (5) complete all corrective actions as reasonably determined by service provider based on root cause. The service provider agrees that it shall not inform any third party of any data breach without first obtaining the public jurisdiction's prior written consent, other than to inform a complainant that the matter has been forwarded to the public jurisdiction's legal counsel and/or engage a third party with appropriate expertise and confidentiality protections for any reason connected to the data breach. Except with respect to where the service provider has an independent legal obligation to report a data breach, the service provider agrees that the public

jurisdiction shall have the sole right to determine: (1) whether notice of the data breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others, as required by law or regulation, or otherwise in the public jurisdiction's discretion; and (2) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation. The service provider retains the right to report activity to law enforcement.

6. Notification of Legal Requests: The service provider shall contact the public jurisdiction upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the public jurisdiction's data under this contract, or which in any way might reasonably require access to the data of the public jurisdiction. The service provider shall not respond to subpoenas, service of process and other legal requests related to the public jurisdiction without first notifying the public jurisdiction, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:
   a) In the event of a termination of the contract, the service provider shall implement an orderly return of public jurisdiction data within the time period and format specified in the contract (or in the absence of a specified time and format, a mutually agreeable time and format) and after the data has been successfully returned, securely and permanently dispose of public jurisdiction data.
   b) During any period of service suspension, the service provider shall not take any action to intentionally erase any public jurisdiction data.
   c) In the event the contract does not specify a time or format for return of the public jurisdiction's data and an agreement has not been reached, in the event of termination of any services or agreement in entirety, the service provider shall not take any action to intentionally erase any public jurisdiction data for a period of:
      ● 10 days after the effective date of termination, if the termination is in accordance with the contract period
      ● 30 days after the effective date of termination, if the termination is for convenience
      ● 60 days after the effective date of termination, if the termination is for cause

   After such period, the service provider shall have no obligation to maintain or provide any public jurisdiction data and shall thereafter, unless legally prohibited, delete all public jurisdiction data in its systems or otherwise in its possession or under its control.
   d) The public jurisdiction shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the Contract.
   e) The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the public jurisdiction. Data shall be permanently deleted and shall not be recoverable,

according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the public jurisdiction.

8. Background Checks: The service provider shall conduct criminal background checks in compliance with W.Va. Code §15-2D-3 and not utilize any staff to fulfill the obligations of the contract, including subcontractors, who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The service provider shall promote and maintain an awareness of the importance of securing the public jurisdiction's information among the service provider's employees and agents.

9. Oversight of Authorized Persons: During the term of each authorized person's employment or engagement by service provider, service provider shall at all times cause such persons to abide strictly by service provider's obligations under this Agreement and service provider's standard policies and procedures. The service provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of personal data by any of service provider's officers, partners, principals, employees, agents or contractors.

10. Access to Security Logs and Reports: The service provider shall provide reports to the public jurisdiction data access reporting through the QB Audit Service.

11. Data Protection Self-Assessment: The service provider shall perform a Cloud Security Alliance STAR Self-Assessment by completing and submitting the "Consensus Assessments Initiative Questionnaire" to the Public Jurisdiction Identified Contact. The service provider shall submit its self-assessment to the public jurisdiction prior to contract award and, upon request, annually thereafter, on the anniversary of the date of contract execution. Any deficiencies identified in the assessment will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

12. Data Center Audit: The service provider shall perform an audit of its data center(s) at least annually at its expense and provide a redacted version of the audit report upon request. The service provider may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. Any deficiencies identified in the report or approved equivalent will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

13. Change Control and Advance Notice: The service provider shall give 30 days, advance notice (to the public jurisdiction of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics.

14. Security:

a) At a minimum, the service provider's safeguards for the protection of data shall include: (1) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (2) implementing network, device application, database and platform security; 3) securing information transmission, storage and disposal; (4) implementing authentication and access controls within media, applications, operating systems and equipment; (5) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (6) providing appropriate privacy and information security training to service provider's employees.

b) The service provider shall execute well-defined recurring action steps that identify and monitor vulnerabilities and provide remediation or corrective measures. Where the service provider's technology or the public jurisdiction's required dependence on a third-party application to interface with the technology creates a critical or high risk, the service provider shall remediate the vulnerability as soon as possible. The service provider must ensure that applications used to interface with the service provider's technology remain operationally compatible with software updates.

c) Upon the public jurisdiction's written request, the service provider shall provide a high-level network diagram with respect to connectivity to the public jurisdiction's network that illustrates the service provider's information technology network infrastructure.

15. Non-disclosure and Separation of Duties: The service provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of public jurisdiction data to that which is absolutely necessary to perform job duties.

16. Import and Export of Data: The public jurisdiction shall have the ability to securely import, export or dispose of data in standard format in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the public jurisdiction to import or export data to/from other service providers identified in the contract (or in the absence of an identified format, a mutually agreeable format).

17. Responsibilities: The service provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the cloud services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the service provider.

18. Subcontractor Compliance: The service provider shall ensure that any of its subcontractors to whom it provides any of the personal data or non-public data it receives hereunder, or to whom it provides any personal data or non-public data which the service provider creates or receives on behalf of the public jurisdiction, agree to the restrictions, terms and conditions which apply to the service provider hereunder.

19. Right to Remove Individuals: The public jurisdiction shall have the right at any time to require that the service provider remove from interaction with public jurisdiction any service provider representative who the public jurisdiction believes is detrimental to its working relationship with the service provider. The public jurisdiction shall provide the service provider with notice of its determination, and the reasons it requests the removal. If the public jurisdiction signifies that a potential security violation exists with respect to the request, the service provider shall immediately remove such individual. The service provider shall not assign the person to any aspect of the contract without the public jurisdiction's consent.

20. Business Continuity and Disaster Recovery: The service provider shall provide a business continuity and disaster recovery plan executive summary upon request. Lack of a plan will entitle the public jurisdiction to terminate this contract for cause.

21. Compliance with Accessibility Standards: The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

22. Web Services: The service provider shall use web services exclusively to interface with the public jurisdiction's data in near real time when possible.

23. Encryption of Data at Rest: The service provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data.

24. Subscription Terms: Service provider grants to a public jurisdiction a license to:
   a. Access and use the service for its business purposes;
   b. For SaaS, use underlying software as embodied or used in the service; and
   c. View, copy, upload, download (where applicable), and use service provider's documentation.

25. Equitable Relief: Service provider acknowledges that any breach of its covenants or obligations set forth in Addendum may cause the public jurisdiction irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the public jurisdiction is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the public jurisdiction may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Addendum to the contrary.
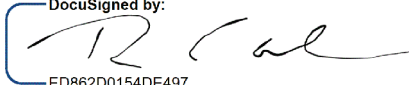
AGREED:

Name of Agency:___WVOT_____   Name of Vendor:_____QuickBase, Inc._____

Version 9-17--19

Signature: Joshua D. Spence   Digitally signed by Joshua D. Spence
Date: 2023.07.24 15:47:01 -04'00'

Title: State CIO

Date: 07/25/2023

DocuSigned by:
ED862D0154DE497...
Signature: _____

Title: General Counsel

Date: 6/24/2022

Appendix A

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

Name of Service Provider/Vendor: _Quickbase, Inc. _____

Name of Agency:__WVOT_____

Agency/public jurisdiction's required information:

1. Will restricted information be processed by the service provider?
    Yes ☒
    No   ☐

2. If yes to #1, does the restricted information include personal data?
    Yes ☒
    No   ☐

3. If yes to #1, does the restricted information include non-public data?
    Yes ☒
    No   ☐

4. If yes to #1, may the service provider store public jurisdiction data in a data center in an acceptable alternative data center location, which is a country that is not the U.S.?
5. Yes ☐
    No   ☒

6. Provide name and email address for the Department privacy officer:

    Name: _Misty Peal, misty.peal@wv.gov_____

7. Email address: _____

Vendor/Service Provider's required information:

6. Provide name and contact information for vendor's employee who shall serve as the public jurisdiction's primary security contact:

    Name: ____Security Dept. (Customers are advised to contact their Account Executive)

    Email address: __Security@quickbase.com_____

    Phone Number: _____ _____

1

Exhibit B – VENDOR QUOTE
(and scope of work if applicable)

Quickbase Terms of Service
Last Updated October 31, 2017

Quickbase, Inc. ("Quickbase") provides access to Quickbase Service (as defined below) pursuant to the following terms and conditions. These Quickbase Terms of Service apply to both individuals and Registered Entities (as defined below), and are effective immediately upon your clicking the "Start My Trial" or upon accessing the Service for which these Terms of Service have been accepted on your behalf. You may not use the Service or any Applications made available through the Service until you or an authorized entity or individual who has granted you access, has read and accepted all of the Terms of Service. As used in the Terms of Service, the terms "you", "your" or "user" all refer to both the person using the service in any way, including those registered as, for, or on behalf of a corporate entity, such as a company, business, affiliated entities, corporation, government agency, or other business entity and its employees, subcontractors, affiliates, and all other persons or entities permitted to access and use the Service or any Applications made available through the Service in any way. For purposes hereof, "Registered Entity" means the customer of Quickbase that has subscribed for and is paying the fees for the Service and expressly excludes the third party end users of such Quickbase customer.

1. Services Provided by Quickbase.
Quickbase or third parties acting on Quickbase's behalf will provide access to the Quickbase Service, a web-based service that allows you to store, retrieve, organize and share data (the "Service"). Subject to these Terms of Service (including all policies linked to it), Quickbase hereby grants to you a limited, non-exclusive, non-transferable, revocable license to access and use the Service solely for your own internal business purposes. All rights not expressly granted to you herein are reserved by Quickbase and its licensors. You are authorized to access and use the Service and to otherwise freely use all tools, features, and capabilities of the Service in accordance with these Terms of Service. In order to use the Service, you are responsible at your own expense to acquire access to the World Wide Web, either directly or through devices that access web-based content, and to pay any service fees associated with such access. In addition, you agree to provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. You shall not attempt to access any other of Quickbase's systems, programs or data that are not made available for public use by Quickbase.

2. Service Fees.
2.1 Fees.
You agree to pay any applicable fees for the Service plan described on your account page. If (a) the number of users granted access exceeds the number of users purchased, or (b) you exceed the number of applications, attachments, file space or other plan or package entitlements during the subscription term, Quickbase reserves the right to invoice you for such overage. Quickbase reserves the right to change fees for the Service at any time, at its discretion, with notice to you, which notice may be provided to your email address on file with Quickbase or through your Quickbase account; provided, that any increase in fees shall take effect on the renewal of your then-current subscription term.

2.2 Payment Terms.
Users may have the option to subscribe to a Service plan that provides for (a) monthly or (b) annual payments. For monthly subscriptions, fees shall be due and payable to Quickbase by credit card monthly in advance on the billing date as displayed in the Service. For annual or multi-year subscriptions, fees shall be due and payable to Quickbase by check or wire/ACH transfer within thirty (30) days from the date of Quickbase's invoice and you will be invoiced on an annual basis or about the beginning of your subscription start date agreed to by you in the Quickbase order form for the Service. Quickbase reserves the right to suspend the accounts of customers who fail to make payments on their plan(s). All fees are non-refundable, in whole or in part, even if the Service is suspended, cancelled or transferred prior to the end of your subscription term.

2.3 Taxes
You will be responsible for, and will promptly pay, all taxes and duties of any kind (including but not limited to sales, use and withholding taxes), if any, associated herewith or your receipt or use of the Service, except for taxes based on Quickbase's net income. In the event that Quickbase is required to

collect or pay any tax for which you are responsible, Quickbase will invoice you and you will pay such taxes and duties directly to Quickbase. As between you and Quickbase, you will be responsible for collecting and remitting all taxes related to the use of the Service. You will make all payments to Quickbase free and clear of, and without reduction for, any withholding taxes or duties; any such taxes or duties imposed on payments of fees to Quickbase will be your sole responsibility, and you will provide Quickbase with official receipts issued by the appropriate taxing authority, or such other evidence as Quickbase may reasonably request, to establish that such taxes have been paid.

3. Links.

The Service, other Service users, or third parties may provide links to other World Wide Web sites or resources. Because Quickbase has no control over such sites and resources, you acknowledge and agree that Quickbase is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources even if such site or resource provides a product that may be used in connection with the Service or contains advertising associated with Quickbase's name or brand. You further acknowledge and agree that Quickbase shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

4. Privacy.

For details of Quickbase's Privacy Policy relating to the Service, **click here**. Questions about Quickbase's Privacy Policy, information practices or other aspects of privacy should be directed to Quickbase, Compliance, 150 CambridgePark Drive, 5th Floor, Cambridge, MA 02141.

5. Your Responsibilities.
5.1 Your Registration Obligations.

In consideration for your use of the Service, you agree to provide, promptly update, and maintain true, accurate, current and complete information about yourself in the required fields as prompted by the Service's registration form(s) (such information being the "Registration Data"). If you provide any information that is untrue, inaccurate, not current or incomplete, or Quickbase has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Quickbase may suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

5.2 Acceptable Use Policy.

You agree to comply with Quickbase's then-current Acceptable Use Policy as posted from time to time. By submitting any "Content" to Quickbase, you warrant that: (i) you are the owner of such Content, or have all the rights necessary to submit such Content to Quickbase, and (ii) the use of such Content will not infringe or misappropriate the intellectual property rights of or otherwise violate the rights of any third party. "Content" is defined as all your information or data, any messages or files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through the service, including any trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, email or other messages, metatags, domain names, software and text or other communications or other information, data, text (including but not limited to names of files, databases, directories and groups/workgroups of the same), software, music, sound, photographs, graphics and video transmitted, entered, or stored by you or any of your users using the Service.

5.3 Restrictions.

You agree not to copy, sell, rent or sublicense (including offering the Service to third parties on an application service provider or time-sharing basis), lease, loan, redistribute, or create a derivative work of any portion of the Service (except solely to the extent necessary for you to create and permit your users to use your Applications as permitted under Section 7 of these Terms of Service). Such restrictions do not apply to the Content and Applications you place on the Service. For the avoidance of doubt, the right to use the Service (a) may be exercised by your agents, representatives, contractors and/or customers that are not competitors of Quickbase; provided, that (i) you require such third parties to execute a written agreement with you that is at least as protective of the Service as this Agreement and which does not grant any greater rights than those granted to you herein and includes all restrictions set forth herein and

(ii) you shall be responsible for any breach of this Terms of Service by any such third party. You agree not to access the Service by any means other than through the interface that is provided by Quickbase for use in accessing the Service. You will not, and will not allow third parties, to otherwise directly or indirectly access the Service in a manner intended to avoid incurring licensing fees or other charges including providing access to the Service through a separate system, portal or other interface unless specified in an order form.

5.4 Users; Concurrent Usage Prohibited.

Your right to access and use the Service is limited solely to use by the number of users for which you have purchased a subscription and paid the applicable subscription fees. You may increase the number of users at any time by adding additional users through your account page or via an additional order form. The subscription term for any additional users added will run concurrently with the then current subscription term and the applicable additional subscription fees will be pro-rated based on the remaining then-current subscription term. You are responsible for payment of all subscription fees for users ordered during the subscription term, whether or not such user is active.

Concurrent usage is prohibited. You may only grant access to the Service to those users who have been assigned unique access credentials. A single username or password may not be used by more than one (1) user. Sharing of access credentials by more than one (1) user is prohibited. Only the identified individual associated with unique access credentials can access the Service using such access credentials. You may not provide access and revoke access to user accounts on a daily or other regular basis in order to circumvent subscription fees.

6. Proprietary Rights.
6.1 Content and Applications Submitted to the Service.

You acknowledge and agree that Quickbase does not pre-screen Content or Applications, but that Quickbase and its designees, contractors or subsidiaries (i) shall have the right (but not the obligation) in their sole discretion to refuse or to remove any Content or Applications that are available via the Service, and (ii) are not responsible for such Content. Without limiting the foregoing, and without notice to you, Quickbase and its designees shall have the right to remove any Content and Applications that violate the Terms of Service, is otherwise deemed objectionable by Quickbase in its sole discretion, or to which an allegation of infringement of intellectual property rights has been made, in accordance with the procedure set forth in the Digital Millennium Copyright Act ("DMCA"). You agree that you shall evaluate, and bear all risks associated with the use of any Content or Applications including any reliance on the accuracy, completeness, or usefulness of such Content or Applications.

6.2 Quickbase Proprietary Rights.

You acknowledge and agree that the Service and its related services and website contain proprietary and confidential information that is protected by applicable intellectual property and other laws, and you agree not to disclose such information to any third party without Quickbase's prior permission. You further acknowledge and agree that content contained in sponsor advertisements or information presented to you through the Service, website or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except for the rights and licenses expressly granted herein, all rights in and to all of the foregoing are reserved by Quickbase and its suppliers. Nothing in this Terms of Service will be deemed to grant to you any right to receive a copy of software underlying the Service, or any other Quickbase technology, in either object or source code form. Further, you acknowledge and agree that Quickbase owns all right, title and interest in and to the Aggregate Information it develops and may use Aggregate Information to provide and improve Quickbase's products and services and for sales, marketing and other business purposes. For purposes of the foregoing, "Aggregate Information" means and includes any information, data and/or metadata derived from your use of the Service that is not specific to a person, does not include personally identifiable information, and cannot be used, alone or in conjunction with other information, to identify any specific person.

In the event you provide Quickbase any ideas, thoughts, criticisms, suggestions, enhancement requests, techniques, know-how, comments, feedback or other input related to the Service (collectively "Feedback"), including in response to any product plans or roadmaps shared with you, unless otherwise

agreed in writing prior to such disclosure, you hereby grant to Quickbase a worldwide, royalty-free, fully paid, perpetual, irrevocable license to use, reproduce, modify, translate, distribute, perform, display, import, sell, license, offer for sale, make, have made and otherwise exploit the Feedback in any form, media, or technology, whether now known or hereafter developed, and to allow others to do the same without restriction or obligation of any kind, on account of confidential information, intellectual property rights or otherwise, and may incorporate into its services any service, product, technology, enhancement, documentation or other development ("Improvement") incorporating or derived from any Feedback with no obligation to license or to make available the Improvement to you or any other person or entity.

6.3 Your Proprietary Rights.

You grant Quickbase the right to use Content and Applications inputted by you into the Service only to the extent that Quickbase needs to use such Content and Applications to provide the Service to you and your third party end users. Quickbase does not obtain any right, title or interest in your Content or Applications, except as specifically granted herein in order to provide the Service to you and your users.

You acknowledge that Quickbase will collect and use certain aggregate data as part of providing, analyzing or improving the Service, or any other Quickbase product or service, from time to time, and for purposes of statistical analysis and marketing metrics.

7. Application Development and Distribution.

As a customer of the Service, Quickbase provides you the opportunity to develop software applications, customizations, enhancements, widgets or tools ("Applications") for use with the Service. If you are a third party end user of a customer of the Service, you may access and use the Applications subject to the obligations and restrictions set forth herein. These Terms of Service apply to you regardless of where you distribute your Applications. If you request that Quickbase distribute your Applications via Quickbase's online distribution site, the Quickbase Exchange ("Exchange"), **additional supplemental terms** ("Supplemental Terms") apply to you. Please review the Supplemental Terms prior to sharing any Application via the Exchange.

You acknowledge and agree that (i) you are solely responsible for your Application, including compliance with applicable laws and regulations; (ii) Quickbase is not responsible for supporting any Application whether or not such Application is distributed via the Exchange, and even if the Application is used in connection with the Service; (iii) you will be responsible to Quickbase for all damages and expenses that Quickbase incurs for claims or liability arising out of your Application or the use thereof whether or not the Application is distributed via the Exchange; (iv) you will develop Applications that comply with Quickbase's then current security requirements, including the removal of security vulnerabilities and spy or malware in your Application; (v) you will not, and will require that your end users do not, include any confidential or sensitive information or Content in your Application, including any customer data, that you do not have rights to use or disclose; (vi) you will not use Quickbase's marks or logos in connection with your Application, including use in any marketing material or website; and (vii) you will not make any false or inaccurate statements or claims regarding your relationship with Quickbase or that Quickbase endorsed or certified your Application. You are solely responsible for all expenses you incur in connection with your development, marketing or distribution of your Application.

If you do not agree with the Supplemental Terms, do not submit your Application to Quickbase for review and distribution via the Exchange. If you do not agree with these Terms of Service, do not submit your Application to the Service.

8. Customer Use of Quickbase Exchange Applications and Third Party Use of Customer Applications.

8.1 Acknowledgement.

You may also have the opportunity to license Applications developed by third parties or customers of the Service from Quickbase via the Quickbase Exchange. Such Applications may be provided to you as a convenience, not as a requirement or condition to use the Service. You acknowledge that while the Applications are intended to work with the Service, Quickbase is not responsible to you or any third parties for the Applications, or any problems caused by the Application that may affect your use of the Service. **By providing the Applications via the Exchange or other Quickbase website, Quickbase**

does not guarantee or certify that the Applications will function properly for use with the Service. Your sole exclusive remedy is to cease use of the Application. Nothing in this Section 8 changes your rights and obligations with respect to the Service, or Quickbase's liability to you with respect to the Service.

As a third party end user of a customer, you may have the opportunity to use Applications which are made available to you by a customer via the Quickbase Service. Such Applications are provided to you as a convenience and you are not required to use such Applications or the Service. You acknowledge that Quickbase is not responsible to you or any third parties for your use of, or inability to use, the Service or the Applications, or any problems caused by the Service or the Applications. **DISCLAIMER: Your sole exclusive remedy against Quickbase for any issues arising out of or related to your use of the Service or the Applications is to cease use of the Service and the Applications. These Terms of Service do not grant you any rights or remedies against Quickbase and shall apply to you for the sole purpose of enabling Quickbase to enforce against you the restrictions applicable to the use of the Service which set forth herein. You shall have no rights, remedies or recourse against Quickbase for any reason. If you do not agree with the foregoing, do not use the Applications or the Service.**

8.2 Application License Grant.
By downloading or accessing an Application via the Exchange or the Quickbase Service, Quickbase grants you a limited, non-exclusive, revocable license to (i) use an Application solely with the Service for as long as you are a Quickbase customer or a third party user of a Quickbase customer; and (ii) if you are a Quickbase customer, develop, modify and distribute a variation or an improvement to the Application subject to these Terms of Service and the Supplemental Terms, where applicable. Additional Quickbase terms and conditions ("Additional Terms") may apply to particular Applications if such terms are disclosed to you before you access the Application. Any third-party terms and conditions that accompany the Application which conflict with these Terms of Service, Supplemental Terms, or Additional Terms are null and void. Quickbase reserves all rights not expressly granted to you hereunder. This license does not apply to Applications provided from websites or sources other than the Quickbase Exchange or Quickbase Service.

8.3 Application Restrictions.
You shall not permit any third party to, directly or indirectly: (i) remove or destroy any copyright notices, proprietary markings or confidential legends placed upon or contained within the Application or any copies thereof; or (ii) engage in any activity with the Application that interferes with, disrupts, damages, or accesses in an unauthorized manner the Service, any of its servers, networks, or other properties or services of any third party.

8.4 Reviews.
You may have the opportunity to provide your feedback on Quickbase Exchange Applications and, if you do so, you hereby grant Quickbase a perpetual, worldwide, fully transferable, irrevocable, royalty-free license to use, reproduce, modify, create derivative works from, distribute, incorporate and display the feedback in any manner on any form, medium or technology and for any purpose. You agree that Quickbase may, in its sole discretion, use your feedback in any way, including in future modifications of the Service or Applications, multimedia works and/or advertising and promotional materials relating thereto. Quickbase reserves the right to change, condense or delete any content on its website that it deems, in its sole discretion, to violate the Acceptable Use Policy or any other provision of these Terms of Service. Quickbase does not guarantee that you will have any recourse through Quickbase to edit or delete any Content you have submitted. Quickbase reserves the right to remove or to refuse to post any submission for any reason. You acknowledge that you, not Quickbase or its service providers, are responsible for submissions of Content made to the Service by you or your end users. None of the Content that you or your end users submit shall be subject to any obligation of confidence on the part of Quickbase, its agents, subsidiaries, affiliates, partners or third party service providers and their respective directors, officers and employees.

8.5 Disclaimer.
Neither Quickbase nor the Application developer is obligated to provide you with support or maintenance of any Application whether or not the Application is distributed on the Exchange and even if it negatively impacts your ability to use the Service or destroys your Content. You are solely responsible for selecting

an Application based on your own evaluation and requirements. Quickbase does not review or make recommendations of the Applications by distributing or marketing the Applications via the Exchange or the Service or providing a favorable review of the Application on its website or via the Exchange. **All Applications are provided "AS IS" and "AS AVAILABLE" without any express or implied representations or warranties.** You disclaim all liability, claims and damages against Quickbase and the Application developer for any claims arising from the Application, whether or not the Application was distributed via the Exchange and whether or not Quickbase reviewed, approved or provided a favorable review of the Application at any time. **If you do not agree with all these Terms of Service, including the Supplemental Terms and Additional Terms, if any, do not download or access an Application from the Exchange.** Sections 8.1, 8.5, 14.1, 14.4, 14.5, 15(A), 15(D), 15(E), and 15(I) of these Terms of Service apply to all users of Applications made available through the Service, whether or not such user is a customer of Quickbase and whether or not access to the Application and the Service was provided by Quickbase.

9. Confidentiality.

Each party who accesses and uses the Service or the Exchange and Quickbase (together the "parties") shall keep in confidence all of the information maintained by the Service or the Exchange, as well as any trade secrets, know-how, software, product and technology-related information; customer lists, financial information, sales, marketing and business plans, personal identifiable information such as the names of a party's customers, source code, product roadmap and cost and pricing data, whether or not so marked or identified as confidential or proprietary ("Confidential Information").

All rights, title and interest in and to the Confidential Information shall remain vested in the party disclosing the Confidential Information ("Disclosing Party"). No rights are granted to the party receiving the Confidential Information ("Receiving Party") by license or otherwise, express or implied, to any trademark, trade secret, copyright, invention, discovery, or to any patent covering the invention or discovery, or any other intellectual property right, nor is the Receiving Party granted any rights in or to the Disclosing Party's Confidential information, except the limited right to review the Confidential Information solely in performance under these Terms of Service. All rights relating to the Confidential Information that are not expressly granted to the Receiving Party are reserved and retained by the Disclosing Party. ALL CONFIDENTIAL INFORMATION IS PROVIDED ON AN "AS IS" BASIS, AND ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT, ARE DISCLAIMED.

The parties shall (a) take reasonable care to prevent unauthorized disclosure or use of the Confidential Information, but in any case not less than the care it takes to protect its own Confidential Information; prevent any unauthorized access, reproduction, disclosure, or use of any of the Confidential Information; (b) use Confidential Information solely in performance under these Terms of Service; (c) restrict access to Confidential Information to its officers, directors, agents, contractors, employees, or representatives who have a need to know such information and who are prohibited from disclosing the information by a contractual, legal or fiduciary obligation no less restrictive than these provisions, including employees of any legal entity the Receiving Party controls, or is controlled by, or under common control, directly or indirectly, by ownership of fifty percent (50%) or more of the voting shares; (d) not remove any copyright or trademark notice, or indication of confidentiality on Confidential Information; and (e) immediately notify in writing the Disclosing Party in the event of unauthorized use or disclosure of Confidential Information. Subsections (a) through (e) above impose no obligation upon Receiving Party to the extent Receiving Party can demonstrate and document that the Confidential Information was rightfully: (i) known by Receiving Party, without restriction, prior to its receipt from Disclosing Party; (ii) obtained from a third party that had no obligation of confidentiality; (iii) in the public domain through no improper conduct by Receiving Party; or (iv) independently developed by or for Receiving Party without access to the Confidential Information.

The Receiving Party is only permitted to disclose Confidential Information if required by court order, law or regulation, provided however, that Receiving Party shall: (a) give Disclosing Party written notice promptly upon receipt of such a disclosure requirement before any disclosure is made, if legally permitted, and cooperate should Disclosing Party object to such disclosure; and (b) disclose only the Confidential Information that is required by that law or regulation. The parties shall return (or delete in case of electronic copies of such information) any and all Confidential Information, and all copies thereof, upon the other party's request provided that (i) as to your active Service data and the Content contained

therein, you may delete data per standard Service procedures, or only upon e-mail or other written instruction by your account administrator; and (ii) as to backed-up Service data and the Content contained therein, such Service data and/or Content will be automatically deleted over time pursuant to Quickbase's standard back-up procedures for the Service. The parties shall immediately give notice to the other party of any unauthorized use or disclosure of the other party's Confidential Information.

The rights and obligations under this Section 9 shall survive expiration, rescission or termination of these Terms of Service. Notwithstanding anything to the contrary herein, the Receiving Party's obligations to protect Confidential Information received shall continue for five (5) years from the date of disclosure by Disclosing Party.

Nothing in these Terms of Service shall prohibit or restrict either party's right to possess, develop, use, or market products or services, alone or with others, similar to or competitive with those disclosed in the Confidential Information, in compliance with these Terms of Service.

The parties agree that unauthorized use of Confidential Information or other breach of these Terms of Service may cause irreparable harm for which remedies at law would be inadequate, and that a party is entitled to seek equitable relief, in addition to remedies at law.

Quickbase may disclose or report Confidential Information in limited circumstances where it believes in good faith that disclosure is required under the law. For example, Quickbase may be required to disclose Confidential Information to cooperate with regulators or law enforcement authorities, to comply with a legal process such as a court order, subpoena, search warrant, or a law enforcement request.

Do NOT use the Quickbase Service or Applications made available through the Service or Exchange to collect and store credit card numbers. Credit card numbers must be stored pursuant to PCI compliance guidelines, and Quickbase is not PCI compliant. You shall be liable to Quickbase for any damages, fines, penalties and other liabilities Quickbase may incur as a result of your or your users' breach of the foregoing.

10. Audits.

Quickbase shall reasonably cooperate with you (at your cost) or with an applicable regulatory authority in connection with the examination of your Content or other data in your Quickbase accounts by such applicable regulatory authority in connection with an audit or other formal proceeding by such regulatory authority.

11. Registered Entities.

If you are a Registered Entity and permit your affiliates, subsidiaries, employees, and/or any third party access and/or use the Service and/or your Content, you shall be solely responsible for (i) their acts and/or omissions in connection with their access and/or use of the Service and (ii) ensuring that their access and/or use of the Service is in compliance with these Terms of Service, and any and all applicable local laws, rules and regulations. You agree to fully indemnify Quickbase and its affiliates, subsidiaries, licensors, and online service providers (collectively, "Representatives") for any liability, fines, penalties, costs, claims and/or damages incurred by Quickbase and/or the Representatives in connection with any claim related to the access and/or use of the Service and/or your Content by you, your affiliates, subsidiaries, employees or any third-party authorized by you. You agree to notify Quickbase immediately upon discovery of any unauthorized access or use of the Service, or any password or account, or any known or suspected breach of security in connection with the Service.

12. Modifications to the Service or Agreements.

Quickbase reserves the right at any time and from time to time to modify the Service (or any part thereof), the Exchange, or any related service or offering with or without notice. We may assign a specific URL for your use with Quickbase. You understand and agree that we have the right to modify or retire that URL at any time, with reasonable notice to you. In such case, we may assign you a replacement URL. Should Quickbase choose to permanently discontinue the Service, Quickbase (i) will send notification to your Account Administrator via e-mail at least sixty (60) days prior to such discontinuance and (ii) will post notification of this decision on the Service web site at least thirty (30) days prior to such discontinuance. In such instance, you will be responsible for retrieving your data from the Service during the sixty (60)-day period referenced in (i).

Quickbase may establish or revise from time to time general practices and limits concerning your use of the Service consistent with its general practices and limits for its other customers that have purchased the

same plan or package, including without limitation: (i) establishing the maximum amount of storage space that you are allotted within the Service at any given time; and (ii) limiting the amount of bandwidth you may use within the Service in a given period of time. Quickbase may limit without notice the volume of email forwarding or file downloading from your database within the Service in response to unreasonable activity (such as spamming or hosting a publicly accessible exchange of large data files) as determined in Quickbase's reasonable discretion. Quickbase reserves the right to change these general practices and limits at its sole discretion and will make commercially reasonable efforts to provide you with as much notice of such changes as possible, except in the event of an emergency or a material performance, availability, stability, or legal issue affecting the Service.

You agree that Quickbase shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service, the Exchange, any resulting loss or destruction of any Content that you place on the Service, or removal of an Application from the Exchange. Quickbase may specify from time to time the version(s) of related products required in order to use the Service (e.g., supported browser versions). Quickbase may periodically modify these Terms of Service, the Supplemental Terms, any Additional Terms or any other agreement incorporated herein by reference. In the event Quickbase modifies any terms, Quickbase may post it to the Service web site and may, promptly thereafter, notify your Account Administrator via e-mail that such posting has been made. Your continued use of the Service, or your submission of your Application to Quickbase for distribution via the Exchange, or your download or access to Applications from the Exchange after such modification shall constitute your acceptance of the Terms of Service, any Additional Terms, and/or the Supplemental Terms with the new modifications, as applicable. If you do not agree to any of such changes, you may terminate the Terms of Service, the Additional Terms, and/or the Supplemental Terms, as applicable and immediately cease all access and use of the Service, Application(s) and/or submission of new Applications to Quickbase. In addition, Quickbase may at any time introduce separate Terms of Service for users in certain jurisdictions and require users in these jurisdictions to agree to the separate Terms of Service. In all cases, you and all users agree that termination of the Terms of Service, the Supplemental Terms, any Additional Terms, and any separate Terms of Service, and cessation of all access and use of the Service and Applications provided via the Exchange would be the exclusive remedy if you and such users do not wish to comply with the Terms of Service, the Supplemental Terms or other agreements incorporated therein by reference.

13. Term and Termination.
13.1 Term.
These Terms of Service shall be effective upon registration and thereafter shall continue on either (i) if you are a monthly subscriber, a month-to-month basis with the same number of users and on the same plan until either you or Quickbase provide notice of termination or downgrade to the other at least thirty days prior to your billing date or (ii) if you are an annual or multi-year subscriber, an annual basis with the same number of users and on the same plan until either you or Quickbase provide notice of termination or downgrade to the other at least thirty days prior to the end of your then-current subscription period. Your plan and service entitlements may not be downgraded during the term of your subscription

13.2 Termination by Quickbase.
You acknowledge and agree that Quickbase, in its sole discretion, may suspend or terminate your account and/or deny you access to, use of, or submission of Content for, all or part of the Service, without prior notice and for any reason, including if you engage in any conduct that Quickbase believes: (a) violates the letter or spirit of any term or provision of the Terms of Service or the Supplemental Terms, (b) violates the rights of Quickbase or third parties, or (c) is otherwise inappropriate for continued access and use of the Service. You agree that, upon termination, Quickbase may delete all files and information related to your account and may bar your access to your account and the Service. At your written request within 5 business days of termination Quickbase will provide you with a copy of the most recent data from your Service account. Notwithstanding the foregoing, Quickbase will not provide you access to the most recent data from your Service account if Quickbase believes that such data violates the rights of Quickbase or third parties. Further, you agree that Quickbase shall not be liable to you or any third party for any termination of your access to the Service.

14. Disclaimer of Warranties; Indemnity; LIMITATION OF LIABILITY.
14.1 Disclaimer.
YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**(A)** YOUR USE OF THE SERVICE, THE EXCHANGE, AND ANY APPLICATIONS INCLUDING SERVICES PROVIDED IN CONNECTION THEREWITH IS AT YOUR SOLE RISK. THE SERVICE, THE EXCHANGE, AND ANY APPLICATIONS, INCLUDING SERVICES PROVIDED IN CONNECTION THEREWITH, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Quickbase AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
(B) Quickbase AND ITS SUPPLIERS MAKE NO WARRANTY THAT (i) THE SERVICE OR ANY APPLICATIONS WILL MEET YOUR REQUIREMENTS OR RESULT IN REVENUES OR PROFITS, (ii) THE SERVICE OR ANY APPLICATIONS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR APPLICATIONS WILL BE ACCURATE OR RELIABLE, AND (iv) THE QUALITY OF ANY PRODUCTS, SERVICE, APPLICATION, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE, APPLICATION, OR THE EXCHANGE WILL MEET YOUR EXPECTATIONS.
(C) Quickbase WILL USE COMMERCIALLY REASONABLE EFFORTS TO PREVENT UNAUTHORIZED ACCESS TO DATA ENTERED INTO "RESTRICTED FIELDS" (DEFINED FOR PURPOSES OF THESE TERMS OF SERVICE AS FIELDS ACCESSIBLE ONLY VIA LICENSEE-ENABLED AND CONTROLLED PERMISSIONS) WITHIN THE SERVICE. Quickbase AND ITS SUPPLIERS MAKE NO WARRANTY THAT SUCH RESTRICTED FIELDS WILL BE SECURE AGAINST SUCH UNAUTHORIZED ACCESS OR OTHER SECURITY BREACHES CAUSED BY YOUR ACTIONS OR OMISSIONS OR THOSE OF YOUR AFFILIATES. Quickbase AND ITS SUPPLIERS FURTHER MAKE NO WARRANTY IN CONNECTION WITH UPLOAD OR DOWNLOAD OF "SENSITIVIE DATA TYPES", DEFINED AS DATA PERTAINING TO (a) THE MANUFACTURE, STORAGE, USE, TRANSPORT, OR DESTRUCTION OF NUCLEAR POWER; (b) ANY CONTROL OF SYSTEMS, PROGRAMS, FACILITIES, EQUIPMENT, OR SOFTWARE USED IN SUCH A MANNER AS TO RESULT IN LIFE OR DEATH; (c) THE DESIGN, MANUFACTURE, ACCESS OR USE OF ANY NAVIGATIONAL GUIDANCE SYSTEM; (d) THE DESIGN, MANUFACTURE, OR USE OF ANY MEDICAL SOFTWARE OR EQUIPMENT USED FOR LIFE SUPORT; (d) THE OPERATIONS OR ANY CRITICAL FACILITIES BELONGING TO YOU OR YOUR CUSTOMERS; OR (e) ANY MILITARY OR GOVERNMENTAL SECRET OR SENSITIVE INFORMATION.
(D) Quickbase AND ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THE TERMS OF SERVICE, THE SUPPLEMENTAL TERMS, ANY ADDITIONAL TERMS, THE SERVICE OR ANY APPLICATIONS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. Quickbase EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICE OR APPLICATION WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE, OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"), THE GRAMM-LEACH-BLILEY ACT OF 1999, THE SARBANES-OXLEY ACT OF 2002, OR OTHER FEDERAL OR STATE STATUTES OR REGULATIONS. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THIS SERVICE, RELATED SERVICES, ANY APPLICATIONS OR CONTENT IS IN ACCORDANCE WITH APPLICABLE LAW.
(E) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE OR THE EXCHANGE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
(F) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Quickbase OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF SERVICE.

14.2 Representations and Warranties.

Quickbase represents, warrants and covenants that the Service will include the functionality provided in the plan documentation. In the event of a breach of the foregoing warranty, your sole and exclusive remedy and Quickbase's sole liability shall be to modify the Service so that it is conforming or if Quickbase is unable or unwilling to do so, Quickbase may terminate your user account and your subscription to the Service. Further, notwithstanding the foregoing, Quickbase shall have no liability for any nonconformity resulting from your or your users' acts or omissions or from any Content or Applications.

You represent and warrant the following: (i) your use of the Service and/or an Application and your submission of Content does not directly or indirectly infringe, violate or misappropriate the legal rights of a third party, including without limitation any violation of rights of privacy or publicity; (ii) your development, marketing or distribution of your Application and any Content included therein does not directly or indirectly infringe, violate or misappropriate the legal rights of a third party, including without limitation any violation of rights of privacy or publicity; (iii) all information provided by you in connection with your registration is complete, accurate and reliable, and (iv) you will comply with all applicable laws, rules and regulations in connection with your use of the Service, a third party Application or your Application, including without limitation laws, rules, regulations and guidelines with respect to data privacy and security.

14.3 Indemnity.

(A) Quickbase will defend and indemnify the Registered Entity or individual who has accepted the Terms of Service against any action brought against such Registered Entity or individual by a third party to the extent that it is based upon a claim that the Service, as provided by Quickbase to you under this Terms of Service and used within the scope of the Terms of Service, infringes any U.S. copyright, trademark or trade secret, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded by a U.S. court of law either by final judgment or settlement against such Registered Entity or individual. Notwithstanding the foregoing, Quickbase shall have no liability for any claims resulting from or arising out of the use of the Service in combination with any applications, hardware, software or other materials not developed by Quickbase or use of the Service in breach of this Terms of Service or in violation of applicable laws, rules or regulations. The foregoing indemnification obligations are conditioned on the Registered Entity: (a) notifying Quickbase promptly in writing of such action, (b) reasonably cooperating and assisting in such defense, and (c) giving sole control of the defense and any related settlement negotiations to Quickbase. The foregoing indemnity provided in this Section 14.3(A) is Quickbase's sole liability to you and your exclusive remedy for claims of intellectual property infringement. Quickbase shall have no liability or obligations to any user under this provision.

(B) You agree to indemnify and hold harmless Quickbase, its subsidiaries, affiliates and service providers, and its and their directors, officers, agents and employees ("Indemnitees"), from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your Content or your Application; your use of the Service; your use of an Application or Content included therein; your reviews or feedbacks; your connection to the Service; your violation of the Terms of Service or the Supplemental Terms; or your violation of any proprietary or other rights of another. You further agree and acknowledge that the Indemnitees are not liable or responsible in any way for any errors, omissions or any other actions arising out of or related to your use of the Service. You further agree to indemnify, defend and hold harmless the Indemnitees from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of, or related to, your use of the Service, Content, an Application or the placement or transmission of any message, information, software or other materials through the Service by you or users of your account or related to any violation of any term of the Terms of Service or Supplemental Terms by you or users of your account.

14.4 Limitation of Liability.

(A) YOU EXPRESSLY UNDERSTAND AND AGREE THAT QUICKBASE AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF QUICKBASE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE, THE EXCHANGE OR AN APPLICATION; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICE RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR

TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE OR THE EXCHANGE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF CONTENT, TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY; (v) LOSS OR CORRUPTION OF DATA, CONTENT OR APPLICATIONS; OR (vi) ANY OTHER MATTER RELATING TO THE SERVICE, THE EXCHANGE, CONTENT OR AN APPLICATION.

(B) YOU ALSO AGREE THAT QUICKBASE WILL NOT BE LIABLE FOR ANY (i) INTERRUPTION OF BUSINESS, (ii) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THIS SITE OR THE WEB SITE(S) YOU OR THIRD PARTY USERS ACCESS THROUGH THE SERVICE; (iii) DATA OR CONTENT NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (iv) UNAUTHORIZED ACCESS TO DATA OR CONTENT ENTERED IN, OR BREACH OF ANY SECURITY MECHANISMS UTILIZED IN, THE SERVICE OR IN ANY RESTRICTED FIELD THEREIN OR AN APPLICATION; (v) COSTS TO PROCURE SUBSTITUTE GOODS OR SERVICES, OR (vi) EVENTS BEYOND QUICKBASE'S REASONABLE CONTROL.

(C) IN NO EVENT SHALL QUICKBASE'S MAXIMUM AGGREGATE LIABILITY EXCEED THE AMOUNT PAID BY YOU TO QUICKBASE FOR THE SERVICE, TO A MAXIMUM AMOUNT EQUAL TO SERVICE CHARGES FOR SIX (6) MONTHS OF THE SERVICE.

(D) Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of these Terms of Service if such delay is caused by a labor dispute, strike, shortage of materials, fire, earthquake, flood, terrorism, failure of utility or telecommunications providers, denial of service attach, failure of suppliers, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

(E) Each party acknowledges that the fees set forth in this Terms of Service reflect the allocation of risk between the parties and that the other party would not enter into this Terms of Service without these limitations on its liability. Neither party shall be responsible or liable for any loss, damage or inconvenience suffered by the other or by any third person, to the extent that such loss, damage or inconvenience is caused by the failure of the other party to comply with its obligations under this Terms of Service.

14.5 Exclusions and Limitations.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 14.1 AND 14.4 MAY NOT APPLY TO YOU.

15. General Information.

(A) THE SERVICE IS NOT OFFERED OR AVAILABLE TO PERSONS UNDER THE AGE OF THIRTEEN (13). Notices to you may be made via either e-mail, regular mail, overnight courier or facsimile at your contact addresses of record for the Service. These Terms of Service are intended for the sole and exclusive benefit of the Registered Entity and Quickbase and is not intended to benefit any third party. Only the Registered Entity and Quickbase may enforce the Terms of Service.

(B) The Service may also provide notices of changes to the Terms of Service or other matters by displaying notices or links to notices to you generally on the Service. If you provide notice to Quickbase, such notice shall be sent to: QuickBase Inc., 150 CambridgePark Drive, 5th Floor, Cambridge, MA 02141

(C) The Terms of Service (and the agreements and policies linked to them) constitute the entire agreement between you and Quickbase and governs your use of the Service, superseding any prior agreements, understandings, negotiations, and discussions, whether oral or written, between you and Quickbase (including, but not limited to, any prior versions of the Terms of Service) with respect to the subject matter herein. Notwithstanding the content of any purchase order, sales order, sale confirmation, or any other document relating to the subject matter herein, the Terms of Service shall take precedence over any such document, and any conflicting, inconsistent, or additional terms contained therein shall be null and void. You also may be subject to additional terms and conditions that may apply when you use affiliate or other Quickbase services, third-party content or third-party software.

(D) Except as otherwise provided herein, the Terms of Service shall be governed by the laws of the Commonwealth of Massachusetts, USA without regard to its conflict of law provisions. Except as otherwise provided in the Terms of Service, you and Quickbase agree to submit to the personal and exclusive jurisdiction of the courts located within the Boston, Massachusetts, USA. The Terms of Service, the Supplemental Terms, the Quickbase Privacy Policy, and the Acceptable Use Policy are in English,

which shall be the controlling language of the agreement with you with respect to the Service, and you agree that you fully understand the terms of the same. In addition, all enquiries, support related or otherwise, regarding the Service should be submitted to Quickbase in English, and Quickbase will respond to such enquiries in English only. The Parties expressly disclaim the applicability of the United Nations Convention on Contracts for the International Sale of Goods does and the Uniform Computer Information Transactions Act. The parties irrevocably waive any right to a trial by jury.

(E) The Terms of Service do not limit any rights that Quickbase may have under trade secret, copyright, patent, trademark or other laws. The failure of Quickbase to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect. You agree that any claim or cause of action arising out of or related to use of the Service or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms of Service are for convenience only and have no legal or contractual effect.

(F) You may not assign your account or your rights under these Terms of Service to a third party without Quickbase's prior written consent. These Terms of Service will be binding upon the parties and their respective successors and permitted assigns.

(G) With respect to any acquisition or use of the Service by or for any unit or agency of the United States Government (the "Government"), the Service shall be classified as "commercial computer software" as that term is defined in the applicable provisions of the Federal Acquisition Regulation (the "FAR") and supplements thereto, including the Department of Defense (DoD) FAR Supplement (the "DFARS"). The Service was developed entirely at private expense, and no part of the Service was first produced in the performance of a Government contract. If the Service is supplied for use by the DoD, the Service is delivered subject to the terms of this Terms of Service and either (i) in accordance with DFARS 227.7202-1(a) and 227.7202-3(a), or (ii) with restricted rights in accordance with DFARS 252-227-7013 (c)(l)(ii)(OCT 1988), as applicable. If the Service is supplied for use by a Federal agency other than the DoD, the Service is restricted computer software delivered subject to the terms of this Terms of Service and (i) FAR 12.212(a); (ii) FAR 52.227-19; or (iii) FAR 52.227-14(ALT III), as applicable. The contractor/manufacturer is QuickBase Inc., 150 CambridgePark Drive, 5th Floor, Cambridge, MA 02141.

(H) All representations, warranties, Sections 4, 6.2, 8.1, 8.5,9, 13, 14, and 15 in the Terms of Service and Section 6 of the Supplemental Terms shall survive the termination of your account or access to the Service.

(I) Quickbase does not represent that information on the website for the Service is appropriate or available for use in all countries. Quickbase prohibits accessing materials from countries or states where contents are illegal. You are accessing this website on your own initiative and you are responsible for compliance with all applicable laws.

(J) Language. Any translation of these Terms of Service is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of these Terms of Service shall govern. The parties hereby confirm that they agree that these Terms of Service and all related documents be drafted in English.

(K) Export Restrictions. You acknowledge that the Service, including the mobile application, and the underlying software may include U.S. technical data subject to restrictions under export control laws and regulations administered by the United States government. You agree that you will comply with these laws and regulations, and will not export or re-export any part of the Service, in violation of these laws and regulations, directly or indirectly.

(L) Publicity. You agree that Quickbase may issue a press release regarding your use of the Service and that Quickbase may publicly refer to you as a customer of Quickbase, including on Quickbase's website and in sales presentations, and may use your name and logo for such purposes. You may request that Quickbase cease use of your name and logo or otherwise opt out of the foregoing by notifying Quickbase via email to publicity@quickbase.com and including "Opt Out" in the subject line of your email.

Customer Name: State of West Virginia
Quote #: Q-32686

Quickbase AE: Jennifer Bensi
Telephone:
Email: jbensi@quickbase.com

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ORDER FORM

CONTACT INFORMATION	
Bill to: State of West Virginia ATTN: Unknown 1900 Kanawha E Blvd Charleston, West Virginia 25305 United States	**Ship to:** State of West Virginia ATTN: Unknown 1900 Kanawha E Blvd Charleston, West Virginia 25305 United States
Email: otes@wv.gov	**Email:** otes@wv.gov

PAYMENT INFORMATION			
Net Payment Terms:	Net 30	**Currency**	USD
Payment Method:	PO	**Applicable PO Number, if any**	

SUBSCRIPTION INFORMATION			
Subscription Term Start Date:	06-29-2023	**Order Effective Date:**	Subscription Term Start Date
Subscription Term End Date:	06-28-2024		
Written Notice to Cancel Auto Renew:	No Auto Renew		

SUBSCRIPTION PLAN SUMMARY			
Product	**Quantity**	**Billing Frequency**	**Annual Fees**
Enterprise (User - Annual)		**Annual**	**$42,000.00**
Users - Enterprise-User	50		
Essential Enablement Service Package		**Annual**	**$6,000.00**
		TOTAL FEES:	$48,000.00

Descriptions for certain products listed above are available at www.quickbase.com/product-descriptions

Enterprise User includes unlimited Applications, 100 Integration Reads/user/day, 10GB Application Space, 300GB Attachment Space, 3-year Audit Data Retention, Advanced Encryption, and ALM Sandbox

Terms and Conditions:

The agreement (the "Agreement") between the parties consists of this Order Form and either the Quickbase terms of service set forth at http://www.quickbase.com/terms-of-service (the "Terms of Service") as the same may be updated from time to time by Quickbase or, if Customer and Quickbase have entered into a separate signed agreement covering the use and provision of the Quickbase Service, such separate signed agreement. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Terms of Service or the separate signed agreement, as applicable.

Customer Name: State of West Virginia
Quote #: Q-32686

Quickbase AE: Jennifer Bensi
Telephone:
Email: jbensi@quickbase.com

quickbase

ORDER FORM

Each party represents and warrants that this Order is executed by a duly authorized representative and the Agreement constitutes the legal, valid and binding obligation of such party.

For Quickbase, Inc.

DocuSigned by:

By:_____
C386429663404D2...
Print Name: Akin Adekeye
Print Title:
Date: SVP, General Counsel
                  7/14/2023

For Customer:

Joshua D. Spence

Digitally signed by Joshua D. Spence
Date: 2023.07.24 15:46:19 -04'00'

By:_____
Print Name: Joshua Spence
Print Title: State CIO
Date: 07/24/2023