



State of West Virginia Agency Master Agreement

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

Order Date: 2024-05-06

Order Number: AMA 0323 9612 WWW240000009 1	Procurement Folder: 1424223
Document Name: Emergency Purchase Cloud Assured Managed Services/AWS Hostin	Reason for Modification:
Document Description: Emergency Purchase Cloud Assured Managed Services/AWS Hostin	
Procurement Type: Agency Master Agreement	
Buyer Name: Debra K Morgan	
Telephone: (304) 558-2631	
Email: debra.k.morgan@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2024-04-30
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2024-05-29

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000018935 SMARTRONIX LLC 44150 SMARTRONIX WAY HOLLYWOOD MD 20636 US Vendor Contact Phone: 3013736000 Extension: Discount Details: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr style="background-color: #cccccc;"> <th style="width: 5%;"></th> <th style="width: 15%;">Discount Allowed</th> <th style="width: 40%;">Discount Percentage</th> <th style="width: 40%;">Discount Days</th> </tr> </thead> <tbody> <tr> <td>#1</td> <td>No</td> <td>0.0000</td> <td>0</td> </tr> <tr> <td>#2</td> <td>No</td> <td></td> <td></td> </tr> <tr> <td>#3</td> <td>No</td> <td></td> <td></td> </tr> <tr> <td>#4</td> <td>No</td> <td></td> <td></td> </tr> </tbody> </table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Tina L Lesavich Requestor Phone: 304-558-2631 Requestor Email: tina.l.lesavich@wv.gov
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#1	No	0.0000	0																		
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#4	No																				

INVOICE TO	SHIP TO
FISCAL AND ADMINISTRATIVE MANAGEMENT - 5301 WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV 25305 US	OFFICE OF ADMIN SUPPORT - 5302 WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD E BLDG 3, 8TH FLOOR CHARLESTON WV 25305 US

Total Order Amount:	Open End
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DEPARTMENT AUTHORIZED SIGNATURE
SIGNED BY : Debra K Morgan
DATE: 2024-05-06
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor, Smartronix, LLC, agrees to enter with the agency, WorkForce West Virginia into an open ended contract for Legal Services per the Terms and Conditions and the vendors quote dated 04/10/2024, incorporated herein by reference and made a part of hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81112006				\$0.00
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: AWS Services

Extended Description:

AWS Services

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	81112006				\$0.00
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Cloud Assured Managed Services

Extended Description:

Cloud Assured Managed Services

	Document Phase	Document Description	Page
WWV240000009	Final	Emergency Purchase Cloud Assured Managed Services/AWS Hostin	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED SMX Group, LLC 44150 Smartronix Way Suite 200 Hollywood MD 20636 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Continental Casualty Company		20443
	INSURER B: National Fire Ins. Co. of Hartford		20478
	INSURER C: American Casualty Co. of Reading PA		20427
	INSURER D: The Continental Insurance Company		35289
	INSURER E: Indian Harbor Insurance Company		36940
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570097455784 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7011889131	12/01/2022	12/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			7011889128	12/01/2022	12/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			7011889114	12/01/2022	12/01/2023	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			7011889145	12/01/2022	12/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH
C	Y/N <input checked="" type="checkbox"/> N N/A			Workers Comp AOS 7011889100 Work Comp - CA	12/01/2022	12/01/2023	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
E	E&O-MPL-Primary			MTP904221802 Claims Made SIR applies per policy terms & conditions	12/15/2022	12/15/2023	Each Cyber Incident \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER**CANCELLATION**

SMX Group, LLC 44150 Smartronix Way, Ste. 200 Hollywood MD 20636 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>

Holder Identifier :

570097455784

Certificate No :





STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY

Mark D. Scott
Cabinet Secretary

State Capitol
Charleston, West Virginia 25305

Heather D. Abbott
Chief Information Officer

**TO: Debra Morgan, Administrative Services Manager I
Department of Commerce**

**FROM: Heather D. Abbott, Chief Information Officer
Office of Technology**

**SUBJECT: INFORMATION TECHNOLOGY PROCUREMENT
IS&C NUMBER: 2024-2251**

DATE: April 30, 2024

West Virginia Code §5A-6-4(a) permits the Chief Information Officer to review and approve technology purchases for suitability to ensure such purchases comport with the State of West Virginia's overall strategic information technology goals.

West Virginia Code §5A-6-4c requires the Chief Information Officer to review and approve "technology projects."

West Virginia Code §5A-6-5 requires that "any state spending unit that pursues an information technology purchase that does not meet the definition of a 'technology project' and that is required to submit a request for proposal to the State Purchasing Division prior to purchasing goods or services shall obtain the approval of the Chief Information Officer, in writing, of any proposed purchase of goods or services related to its information technology and telecommunication systems.

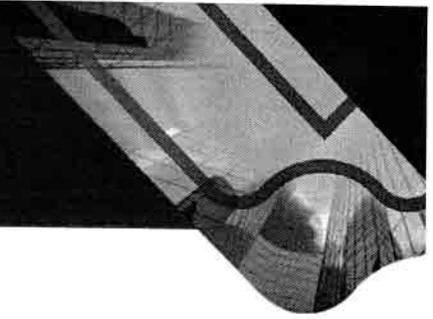
After conducting a review of your request for Emergency Contract for 24x7x365 Managed Services for the AWS Connect and ChatBox Virtual Assistant for 1 month, the Office of Technology has determined:

X That your request is approved.

That your request is not subject to the review and approval provisions contained in Chapter 5A, Article 6 of the Code, therefore, it does not need approval by the Office of Technology.

This memorandum constitutes this office's official review and a copy should be attached to your purchase order and any other correspondence related to this request.

If you have questions, or need additional information, please contact Consulting Services at Consulting.Services@wv.gov.



Workforce West Virginia Contact Center Operations SOW 5

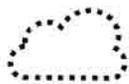
April 10, 2024

Submitted to:

State of West Virginia Office of Technology

Submitted by:

SMX



1. SCOPE

Cloud Assured Managed Services:

SMX will provide 24x7x365 Managed Services for the AWS Connect and ChatBox Virtual Assistant. These services include:

- Account Management Security Services,
- Security Incident Response,
- Monitoring and Notification Services,
- Backup and Restore, and
- AWS Connect Application Management Services.

Managing the application includes establishing User Provisioning, break/fix services, and providing configuration support per month. Creating new workflows or adding functionality will be performed as professional services by the Task Force team.

2. ASSUMPTIONS

- It is anticipated that SMX resources will work remotely to support this project. If travel to the appropriate client location is needed, it will be at the expense of the client.
- All software licenses for the environment, except those provided by AWS, will be provided by West Virginia.

3. PERIOD OF PERFORMANCE

- The term of this agreement is from 4/30/2024 through 5/29/2024.

4. PRICING

Smartronix Cloud Assured Managed Services (CAMS) – 24X7X365

Description	Type	Monthly Price
Cloud Assured Managed Services	Monthly	\$8,513

AWS Services Costs

Description	Type	Monthly Price
AWS Services*	Monthly	\$20,000

The customer will be billed monthly for actual usage. Actual costs will be based on consumption.

5. TERMS AND CONDITIONS

This Agreement will be bound by the terms and conditions executed between the State of West Virginia and Smartronix.

6. SIGNATURES

Jeffrey A. Green
Signature

Jeffrey A. Green
Print Name
WorkForce West Virginia

Dominique Mitchell
Signature

Dominique Mitchell 4.18.24
Print Name
SMX

STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS

State Agency, Board, or Commission (the "State"): *WorkForce West Virginia*
Vendor: *Smatrix (SMX)*
Contract/Lease Number ("Contract"):
Commodity/Service: *AWS / Managed Cloud Services*

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.
Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.
Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strike through~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General’s authorized representative expressly agree to and knowingly approve those alterations.

State: WorkForce WV

Vendor: Smartronix, LLC

By: Jane Shinn

By: Dominique Mitchell

Printed Name: Jane Shinn

Printed Name: Dominique Mitchell

Title: Director of FAM

Title: Contracts Specialist

Date: 5/1/24

Date: April 25, 2024



State of West Virginia Agency Master Agreement

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Total Order Amount:	Open End
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Approved as to form this 4th day of May, 2024
 Patrick Morrissey, Attorney General

By: [Signature]
 Senior Deputy Attorney General

DEPARTMENT AUTHORIZED SIGNATURE

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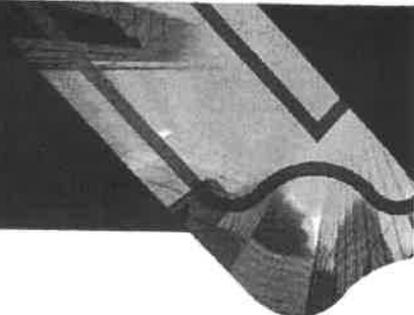
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Cloud Assured Managed Services

	Document Phase	Document Description	Page 3
WWW2400000009	Final	Emergency Purchase Cloud Assured Managed Services/AWS Hostin	

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Workforce West Virginia Contact Center Operations SOW 5

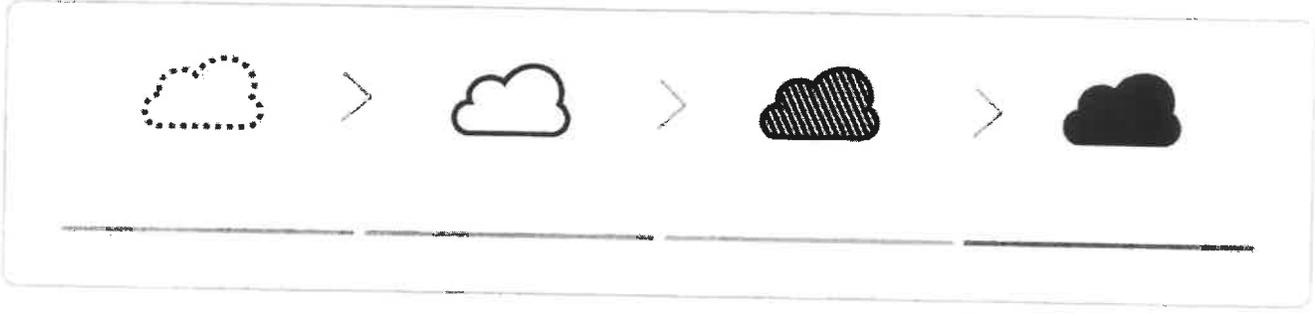
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Submitted to:

State of West Virginia Office of Technology

Submitted by:

SMX



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Jeffrey A. Green
Signature

Jeffrey A. Green
Print Name
WorkForce West Virginia

Dominique Mitchell
Signature

Dominique Mitchell 4.18.24
Print Name
SMX