



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

State of West Virginia
Contract

Order Date: 01-08-2026

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:	CCT 0803 0081 DOT2600000001 1	Procurement Folder:	1841311
Document Name:	Submittable: Grant Management	Reason for Modification:	
Document Description:	Submittable: Grant Management		
Procurement Type:	Central Sole Source		
Buyer Name:	John W Estep		
Telephone:	304-558-2566		
Email:	john.w.estep@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2026-01-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2031-01-14

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code:	VS0000042035			Requestor Name:	Gabrielle B Selbe
Submittable Holdings, Inc. 101 E. Front St. Ste. 500				Requestor Phone:	304-414-7187
Missoula MT 59802				Requestor Email:	gabby.selbe@wv.gov
US				<div style="text-align: center; font-size: 2em; font-weight: bold;">2026</div> FILE LOCATION _____	
Vendor Contact Phone:	4069259622	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
INFORMATION TECHNOLOGY DIVISION DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	INFORMATION TECHNOLOGY DIVISION DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720
CHARLESTON WV 25305	CHARLESTON WV 25305
US	US

1/14/26 GC

Total Order Amount:	\$252,542.00
----------------------------	--------------

Purchasing Division's File Copy

JE 1/8/26

PURCHASING DIVISION AUTHORIZATION DATE: <i>JA 1-14-26</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM  DATE: _____ ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>1/16/26</i> ELECTRONIC SIGNATURE ON FILE
---	---	--

1/15/2026

Extended Description:

The Vendor, Submittable Holdings Inc. agrees to enter into this contract with the agency, WV Division of Highways for purchase of Grant Management. Per the attached documentation.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	43230000	0.00000		0.000000	\$47,040.00
Service From	Service To	Manufacturer	Model No		
2026-01-15	2027-01-14				

Commodity Line Description: Grants Management Government Agency Package

Extended Description:

Implementation:
Modules include: Eligibility, Financial, Monitoring, Reporting
DocuSign Integration
Gold Support (12 Hour SLA)

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	43230000	0.00000		0.000000	\$2,800.00
Service From	Service To	Manufacturer	Model No		
2026-01-15	2027-01-14				

Commodity Line Description: Implementation + Professional Services

Extended Description:

Professional Services, Implementation

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	43230000	0.00000		0.000000	\$48,451.00
Service From	Service To	Manufacturer	Model No		
2027-01-15	2028-01-14				

Commodity Line Description: Implementation + Professional Services Y2

Extended Description:

Professional Services, Implementation

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
4	43230000	0.00000		0.000000	\$49,905.00
Service From	Service To	Manufacturer	Model No		
2028-01-15	2029-01-14				

Commodity Line Description: Implementation + Professional Services Y3

Extended Description:

Professional Services, Implementation

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
5	43230000	0.00000		0.000000	\$51,402.00
Service From	Service To	Manufacturer	Model No		
2029-01-15	2030-01-14				

Commodity Line Description: Implementation + Professional Services Y4

Extended Description:

Professional Services, Implementation

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
6	43230000	0.00000		0.000000	\$52,944.00
Service From	Service To	Manufacturer	Model No		
2030-01-15	2031-01-14				

Commodity Line Description: Implementation + Professional Services Y5

Extended Description:

Professional Services, Implementation

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of (1) One year, upon award. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Four (4) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the foregoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: 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.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: 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 maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. 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.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. 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 www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. 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 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.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. 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.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. 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.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. 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.

46. ISRAEL BOYCOTT: Bidder 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.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Soroush Sedigh, Account Executive
(Address) 101 E. Front St., Ste 500 Missoula, MT 59802
(Phone Number) / (Fax Number) 408.425.3625
(email address) soroush.sedigh@submittable.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor’s behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Submittable Holdings Inc. (DBA Submittable)

(Company) 

(Signature of Authorized Representative)
Todd Pittman, CFO

(Printed Name and Title of Authorized Representative) (Date)
406-303-3208

(Phone Number) (Fax Number)
todd.pittman@submittable.com

(Email Address)

ORDER OF PRECEDENCE
Submittable Holdings, Inc. – CRQS DOT250000037


This Order of Precedence, by and between Submittable Holdings, Inc. ("Vendor") and the State of West Virginia ("State") is intended to provide an order of priority for the various documents that comprise the contract resulting from the solicitation CRQS DOT250000037 identified as Submittable Grant Management Software, (the "contract").

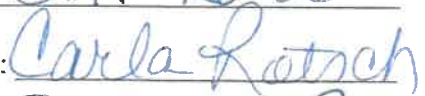
I. Order of Precedence: The Contract is comprised of the documents listed in this section. The terms and conditions contained in the various documents shall be interpreted according to the priority given to the contract document in this section.

Contract Documents:

- a. **West Virginia State Terms and Conditions (Exhibit A) - First Priority**
- b. **West Virginia WV-96 (Exhibit B) - Second Priority**
- c. **West Virginia Office of Technology Software as a Service Addendum (Exhibit C) – Third Priority**
- d. **Submittable Customer Terms of Service (Exhibit D) – Fourth Priority**

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

VENDOR: Submittable Holdings, Inc.
Name: Todd Pittman
Signature:  Todd Pittman
Title: CFO
Date: 4/10/2025 | 1:41 PM PDT

STATE AGENCY: Dept of Transportation
Name: Carla Rotseh
Signature:  Carla Rotseh
Title: Business Manager
Date: 12/30/25

WV-96
1/1/2019

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

State Agency, Board, or Commission (the "State"): WV Department of Transportation

Vendor: Submittable Holdings, Inc.

Contract/Lease Number ("Contract"):

Commodity/Service: Submittable software

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.

WV-96
1/1/2019

- 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 is 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 ~~striketrough~~ 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: WV Department of Transportation

Vendor: Submittable Holdings, Inc.

By: Carla Ratsch

By: Signed by:
Todd Pittman

Printed Name: _____

Printed Name: Todd Pittman

Title: _____

Title: CFO

Date: 12/30/25

Date: 4/4/2025 | 11:47 AM PDT

Software as a Service Addendum

1. Definitions:

Acceptable alternative data center location 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>.

Authorized Persons 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.

Data Breach 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.

Individually Identifiable Health Information 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.

Non-Public Data 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.

Personal Data 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).

Protected Health Information (PHI) 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.

Version 11-1-19

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) 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.
- h) 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.
- i) 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

Version 11-1-19

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 the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach (or other similar publication if the named publication has not issued an updated average per record per cost in the last 5 years at the time of the data breach); 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

Version 11-1-19

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 in CSV format agreed to by both the service provider and the public jurisdiction. Reports shall include user access (successful and failed attempts), user access IP address, user access history and security logs for all public jurisdiction files and accounts related to this contract.

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

Version 11-1--19

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.

Version 11-1-19

AGREED:

Name of Agency: WV Dept of Transportation

Name of Vendor: Submittable Holdings, Inc.

Signature: _____

Signature: Signed by:
Todd Pittman
D6658748F3BD471... _____

Title: _____

Title: CFO

Date: _____

Date: 4/4/2025 | 10:52 AM PDT

Version 11-1--19

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: Submittable Holdings, Inc.

Name of Agency: WV Department of Transportation

Agency/public jurisdiction's required information:

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

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: Todd Pittman
Email address: legal@submittable.com
Phone Number: 855 467 8264

Submittable Customer Terms of Service

This Submittable Customer Terms of Service (“**TOS**”) is by and between Submittable Holdings, Inc., a Delaware Corporation with offices located at 101 E. Front St, Suite #500, Missoula, MT 59802 (“**Submittable**”) and WV DOT, Division of Highways, the person or entity who executed the Order Form (“**Customer**” or “**You**”). This TOS is effective as of the date You executed the Order Form. Submittable and Customer may be referred to collectively as the “**Parties**” or individually as a “**Party**.”

1. **Acceptance of the TOS.** The TOS governs Your access to and use of Submittable’s Services. Please read this TOS carefully before You start to use the Services. **By using the Services or by executing the Order Form, You accept and agree to be bound and abide by this TOS.** If You do not want to agree to this TOS, You must not access or use the Services. The Services are offered and available to users who are 18 years of age or older. By using the Services, You represent and warrant that You are of legal age to form a binding contract with Submittable and that You have read, understood, and agree to be bound by this TOS. If You agree to this TOS on behalf of an entity, You represent that You have the authority to bind such entity to this TOS. If You do not meet all of these requirements, You must not access or use the Services.

2. **Additional Definitions.** In addition to terms defined throughout this TOS, the following terms have the following meanings:

“**Authorized User**” means Customer’s employees, consultants, contractors, and agents (a) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this TOS; and (b) for whom access to the Services has been purchased under this TOS.

“**Customer Data**” means all information, data, and other content, in any form or medium, that is processed by Submittable on behalf of Customer under or in connection with this TOS, whether supplied by Customer, an End User, or otherwise, and all intellectual property rights in the foregoing. Customer Data includes reports generated by the Services based on previously existing Customer Data. Customer Data does not include Resultant Data or Submittable IP.

“**Documentation**” means any documents or materials that Submittable provides to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Services or Submittable IP.

“**End User**” means a natural person or entity utilizing the Services to submit or transfer End User Data to Customer via the Services.

“**End User Data**” means all information, data, and other content, in any form or medium, that is submitted, transferred, transmitted, or otherwise sent, directly or indirectly from an End User by or through the Services that is processed by Submittable on behalf of Customer under or in connection with this TOS.

“**Order Form**” means the provisions for Customer’s purchase of the Services which Customer shall execute to purchase the Services and is incorporated here by reference.

“**Resultant Data**” means data and information related to Customer’s, an Authorized User’s or an End User’s use of the Services that are used by Submittable in an aggregate and anonymized manner and only in accordance with this TOS.

“**Services**” means the software-as-a-service described in the Order Form.

“**Submittable IP**” means the Services, the Documentation, and any and all intellectual property that are provided or used by Submittable or any Subcontractor or Sub-processor in connection with the Services or this TOS or otherwise comprise or relate to the Services or Submittable’s information technology infrastructure and all intellectual property rights in any of the foregoing. Submittable IP includes Resultant Data, but does not include Customer Data.

“**Third-Party Materials**” means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to Submittable.

3. **Access and Use.**

3.1. **Provision of Access.** Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this TOS, Submittable hereby grants Customer a non-exclusive, non-transferable right to access and use the Services during the Term. Customer must set up a Submittable account by selecting access credentials for Customer and its Authorized Users. Customer and its Authorized Users shall create platform logins and provide Submittable with certain registration information, all of which must be accurate and updated as appropriate and comply with Submittable’s registration policies then in effect. The Order Form sets forth Fees for designated levels of usage, Authorized Users,

- number of seats, number of submissions, and the like (each a “**Services Allocation**”). Customer may not exceed any Services Allocation.
- 3.2. Documentation License. Submittable hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely in connection with Customer’s use of the Services.
 - 3.3. Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this TOS and the terms and conditions of the Order Form. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) bypass or breach any security device or protection used by the Services or access or use the Services other than by an Authorized User through the use of their own then-valid access credentials; (vii) input, upload, transmit, or otherwise provide to or through the Services any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code; or (viii) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services.
 - 3.4. Suspension or Termination. Submittable may suspend, terminate, or otherwise deny Customer’s, any Authorized User’s, or any other person’s access to or use of all or any part of the Services without incurring any resulting obligation or liability, if: (i) Submittable receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Submittable to do so; or (ii) (1) Customer or any Authorized User has failed to comply with any term of this TOS or the Order Form, provided Submittable has provided Customer prior written notice and provided a reasonable opportunity to cure; or (2) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services (subclauses (i) or (ii) a “Services Suspension”). This Section does not limit any of Submittable’s other rights or remedies, whether at law, in equity, or under this TOS. Submittable shall resume providing access to the Services as soon as reasonably possible after the event giving rise to the Services Suspension is cured, if curable.
 - 3.5. Submission Fees. Customer may not solicit credit/debit card information from End Users in any way other than utilizing Submittable’s built-in payment processing interface, including, but not limited to, the creation of custom form field entries. Customer will be charged Submittable’s expenses in processing such fees. Provided Customer is in breach of its payment obligations under this TOS, Submittable shall retain the fees received from an End User as an offset unless and until Customer becomes current on its payment obligations.
 - 3.6. End User Entries. Customer agrees to act in good faith to uphold Customer’s policies and the promises made to End Users in connection with the Services. Where applicable, this requires that Customer act in good faith to review submissions, make awards, and refund fees where appropriate. Customer is solely responsible for the performance of Customer’s policies and promises to End Users.
 - 3.7. Unethical Behavior. Customer may confidentially report unethical behavior concerning the use of the Services by contacting Submittable at: phone: (855) 467-8264, ext. 2; email: support@submittable.com; mail: P.O. Box 8255, Missoula, Montana 59807.
 - 3.8. Professional Services. Provided Customer has purchased additional professional services from Submittable (“**Professional Services**”) the terms of such services, including additional terms related to Fees and/or payment terms are set forth in a separate statement of work which is incorporated here by reference. If the Professional Services involve Submittable’s management of distributing Customer funds to recipients of such funds, **Exhibit D** shall be in effect, and each Party shall abide by its obligations.
 - 3.9. Removal of Customer Data. Submittable may remove or disable any Customer Data (i) as permitted under this TOS; (ii) as required by applicable law; (iii) thirty (30) days after the Term; or (iv) upon Customer’s written request.
 - 3.10. Resultant Data. Notwithstanding anything to the contrary in this TOS, Submittable may monitor Customer’s use of the Services and collect and compile Resultant Data. Resultant Data must be used in a manner where such use cannot reasonably lead to the identification of any Customer, Authorized User, or End User. Submittable may use Resultant Data for statistical and performance information, optimization

information, debugging, feature development, performance analytics and optimization, and marketing insights or reports related to the provision and operation of the Services.

- 3.11. Submittable Access. Submittable has the right, but not the obligation, to monitor the Services, Customer's, an End User's, or Authorized User's use of the Services, or Customer or End User Data to (i) determine compliance with this TOS, (ii) at Customer's, an End User's, or Authorized User's request for technical support or otherwise, (iii) to satisfy any law or authorized government request; or (iv) ensure performance and security of the Services.
- 3.12. Changes to Services. Submittable reserves the right, in its reasonable discretion, to make any changes to the Services and Submittable IP that it deems necessary or useful to: (i) maintain or enhance: (1) the quality or delivery of Submittable's Services to its customers; (2) the competitive strength of or market for Submittable's Services; or (3) the Services' cost efficiency or performance; or (ii) to comply with applicable law.
- 3.13. Subcontractors. Subject to the terms of the Data Protection Addendum set forth in **Exhibit B ("DPA")**, Submittable may from time to time in its discretion engage third-parties to perform Services (each, a "**Subcontractor**"). Submittable shall be responsible for the acts and omissions of any Subcontractor under this TOS.

4. Customer Responsibilities.

- 4.1. General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this TOS if taken by Customer will be deemed a breach of this TOS by Customer.
- 4.2. Customer Systems and Cooperation. Customer shall at all times during the Term: (i) set up, maintain, and operate in good repair all Customer systems on or through which the Services are accessed or used; (ii) provide Submittable personnel with reasonable cooperation and assistance to enable Submittable to provide the Services and support to Customer; and (iii) provide reasonable cooperation and assistance as Submittable may reasonably request to enable Submittable to exercise its rights and perform its obligations under and in connection with this TOS.

5. Service Levels and Support.

- 5.1. Service Levels. Submittable shall use commercially reasonable efforts to make the Services available in accordance with the service levels set out in **Exhibit A**.
- 5.2. Support. The Order Form sets forth the designated levels of support ("**Support Services**"), including the Fees payable by Customer for the levels of Support Services. Submittable shall provide the Support Services in material accordance with the Order Form.

6. Security and Privacy.

- 6.1. Submittable Security and Privacy Obligations. Customer, as data controller, grants to Submittable the right to process, transmit, store, use, or disclose Customer Data to the extent necessary to provide the Services to Customer and as otherwise expressly set forth in this TOS. In the performance of the Services, Submittable shall comply with the DPA.
- 6.2. Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all Customer Data within its control, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (iii) the security and use of Customer's and its Authorized Users' access credentials; (iv) all access to and use of the Services directly or indirectly by or through the Customer systems or its Authorized Users' access credentials; and (v) obtaining any applicable consents required by law from Authorized Users, End Users, or other individuals for Submittable to process Customer Data and End User Data.
- 6.3. Access and Security. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (i) securely administer the distribution and use of all access credentials and protect against any unauthorized access to or use of the Services and any Professional Services; and (ii) control the content and use of Customer Data under Customer's control.

7. Fees and Payment.

- 7.1. Fees. Customer shall pay Submittable the fees set forth in the Order Form ("**Fees**") or as otherwise delineated or adjusted as set forth in this TOS.

- 7.2. Renewal Fees. The Fees applicable to each Renewal Term shall automatically increase to match Submittable's then current list prices for similar Services, provided that in no event shall any such price adjustment exceed 15% of Submittable's list prices for the same Services as of the effective date of this TOS (exclusive of any discount, rebate, promotion, or the like).
- 7.3. Taxes. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental or regulatory authority on any amounts payable by Customer under this TOS, other than any taxes imposed on Submittable's income.
- 7.4. Payment. Submittable shall bill Customer by invoice. Customer shall pay all Fees on or prior to the due date(s) and on the terms set forth in the Order Form and in the applicable invoice. Customer shall make all payments in US dollars by payment method as agreed upon by the Parties. Customer shall make payments to the address or account specified in the Order Form or such other address or account as Submittable may specify in writing from time to time. Customer's full payment per invoice is due within thirty (30) days of receipt unless otherwise specified in the Order Form or the applicable invoice.
- 7.5. Submission Fees. Should Customer collect fees from End Users, Submittable will collect a service fee of five percent (5%) of the total amount each End User pays plus ninety-nine cents (\$.99) for each time Customer charges an End User. Then Submittable will remit the remaining amounts paid by such End User to Customer. Submittable shall charge Customer actual expenses for remitting payment to Customer and shall be entitled to offset the fees due to Customer under this paragraph.
- 7.6. Late Payment. If Customer fails to make any payment under this TOS when due then, in addition to all other remedies that may be available:
 - 7.6.1. Submittable may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law;
 - 7.6.2. Customer shall reimburse Submittable for all reasonable costs incurred by Submittable in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and
 - 7.6.3. if such failure continues for ten (10) days following written notice, Submittable may suspend performance of the Services until all past due amounts and interest have been paid, without incurring any obligation or liability to Customer or any other person by reason of such suspension.
- 7.7. Payment Disputes. Customer shall notify Submittable in writing of any dispute with any payment request, along with substantiating documentation, within thirty (30) days from the date of the payment request. Customer will be deemed to have accepted all payment requests for which Submittable does not receive timely notification of disputes and shall pay all undisputed amounts due under such payment requests within the periods described in this TOS.
8. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Customer Data is the Confidential Information of Customer. Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third-party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations under this TOS. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (b) to establish a Party's rights under this TOS, including to make required court filings. On the expiration or termination of the TOS, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and, if requested by the disclosing Party, certify in writing to the disclosing Party that such Confidential Information has been destroyed. The Parties incorporate by reference the whistleblower notice found in the Federal Defend Trade Secrets Act of 2016. See 18 U.S.C. § 1833(b).
9. Intellectual Property Ownership: Feedback.

- 9.1. Submittable IP. Customer acknowledges that, as between Customer and Submittable, Submittable owns all right, title, and interest in and to Submittable IP and, with respect to Third-Party Materials, the applicable third-party owns all right, title, and interest, including all intellectual property rights, in and to the Third-Party Materials. Submittable reserves all rights not expressly granted to Customer in this TOS. Except for the limited rights and licenses expressly granted under this TOS, nothing in this TOS grants, by implication, waiver, estoppel, or otherwise, to Customer or any third-party any intellectual property rights or other right, title, or interest in or to Submittable IP.
 - 9.2. Customer Data. Submittable acknowledges that, as between Submittable and Customer, Customer owns all right, title, and interest in and to the Customer Data. Customer hereby grants to Submittable a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Submittable to provide the Services to Customer.
 - 9.3. Feedback. Customer grants to Submittable a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer or Authorized Users relating to the operation of the Services. All such feedback is provided "as is" without warranty of any kind.
 - 9.4. Marketing. Customer grants Submittable and its successors and assigns the perpetual worldwide right and license to use Customer's business name, logo, information publicly available about Customer, Customer's use of the Services, and affiliation with Submittable to advertise and promote Submittable and the Services in any and all media and by any and all technologies and means of delivery whether now or in the future known or devised, without further consent from Customer and without any royalty, payment, or other compensation to Customer, subject to Customer's standard trademark guidelines Customer provides to Submittable. To opt out of the right and license granted in this paragraph, please email: license-opt-out@submittable.com.
 - 9.5. Email Identifiers. Customer agrees that the Services may send automated emails to actual or potential End Users or Authorized Users. For example, the Services may send an automated email acknowledging an End User submission. For every such email, Customer acknowledges and agrees that Submittable may (i) add information and graphics that identify Submittable as the sender of the email; and (ii) add information and graphics that identify Customer. A redacted example of such an email is found at **Exhibit C**.
10. Representations and Warranties.
 - 10.1. Submittable Representations, Warranties, and Covenants. Submittable represents, warrants, and covenants to Customer that Submittable will perform the Services and Professional Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this TOS. During the Term of this TOS, Submittable represents and warrants to Customer that (i) the Services will comply with the material functionality described in the Documentation, this TOS, and the Order Form and that such functionality will be maintained in all material respects in subsequent upgrades to the Services; and (ii) the Professional Services will be in material conformity with all requirements or specifications stated in any applicable statement of work. Customer must promptly provide Submittable with a written notice that describes any deficiency in the Services or the warranties contained in this Section (including, as applicable, the service request number notifying Submittable of the deficiency in the Services).
 - 10.2. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10.1, TO THE MAXIMUM EXTENT PROVIDED BY LAW, ALL SERVICES AND SUBMITTABLE IP ARE PROVIDED "AS IS." SUBMITTABLE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, SUBMITTABLE MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR SUBMITTABLE IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, OR BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.
 - 10.3. Customer Representations and Warranties. Customer represents, warrants, and covenants to Submittable that (i) Customer Data provided by Customer will not infringe, misappropriate, or otherwise violate any rights

of any third-party, or violate any applicable law or other personal or proprietary right; and (ii) Customer owns all Customer Data or has obtained all permissions, releases, rights, or licenses required to use Customer Data to engage in Customer's posting and other activities (and allow Submittable to perform its obligations) in connection with the Services without obtaining any further releases or consents.

10.4. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (i) it is duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (ii) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this TOS; (iii) the execution of this TOS by its representative whose signature is set forth at the end of this TOS has been duly authorized by all necessary corporate or organizational action of such Party; and (iv) when executed and delivered by both Parties, this TOS will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

11. Insurance. During the Term, each Party must, at its own cost and expense, obtain and maintain insurance, in full force and effect, sufficient to cover each Party's potential indemnity or reimbursement obligations under this TOS.

12. Indemnification.

12.1. Submittable Indemnification.

12.1.1. Submittable shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that (i) the Services, or any use of the Services in accordance with this TOS, infringes or misappropriates such third-party's US intellectual property rights; (ii) result from allegation of facts that, if true, would constitute Submittable's breach of any of its representations, warranties, covenants, or obligations under this TOS; or (iii) result from negligence or more culpable act or omission (including recklessness or willful misconduct) by Submittable in connection with this TOS.

12.1.2. If an infringement claim is made or appears possible, Customer agrees to permit Submittable, at Submittable's sole discretion, to (A) modify or replace the Services, or component or part of the Services, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Submittable determines that neither alternative is reasonably available, Submittable may terminate this TOS, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

12.1.3. This Section 12.1 will not apply to the extent that the alleged claim arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Submittable or reasonably anticipated to be used in combination with the Services; (B) modifications to the Services not made by Submittable; (C) Customer Data (except for Losses accrued due to Submittable's action or inaction related to Customer Data); or (D) Third-Party Materials.

12.2. Customer Indemnification. To the extent allowed by applicable law, Customer shall indemnify, hold harmless, and, at Submittable's option, defend Submittable from and against any Losses resulting from any Third-Party Claim that Customer's use of the Customer Data infringes or misappropriates such third-party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) result from allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants, or obligations under this TOS; (iii) use of the Services in a manner not authorized by this TOS; (iv) use of the Services in combination with data, software, hardware, equipment or technology not provided by Submittable or reasonably anticipated to be used in combination with the Services; (v) modifications to the Services made by or on behalf of Customer; or (vi) materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Customer or any Authorized User, including Submittable's compliance with any specifications or directions provided by or on behalf of Customer or any Authorized User, provided that Customer may not settle any Third-Party Claim against Submittable unless Submittable consents to such settlement, and further provided that Submittable will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

12.3. Sole Remedy. THIS SECTION 12 SETS FORTH CUSTOMER'S SOLE REMEDIES AND SUBMITTABLE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

13. Limitations of Liability. TO THE GREATEST EXTENT ALLOWED BY LAW, IN NO EVENT WILL SUBMITTABLE BE LIABLE UNDER OR IN CONNECTION WITH THIS TOS OR ITS EXHIBITS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER SUBMITTABLE WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL SUBMITTABLE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS TOS OR ANY OF ITS EXHIBITS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO SUBMITTABLE UNDER THIS TOS IN THE ONE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$5,000.00, WHICHEVER IS LESS. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
14. Term and Termination.
 - 14.1. Term. The term of this TOS commences as of the effective date of this TOS and, unless terminated earlier pursuant to any of the TOS's express provisions, will continue in effect until the date specified in the initial Order Form (the "**Initial Term**").
 - 14.2. Renewal. Unless otherwise specified in the Order Form, and unless prohibited by applicable law, upon expiration of the Initial Term, this TOS and the Order Form executed contemporaneously with this TOS (as modified by the renewal Fee, above) shall automatically renew for additional successive terms of the same length as the Initial Term (or one year, whichever is greater), unless either Party provides written notice of nonrenewal at least ninety days prior to the end of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"), or unless sooner terminated as provided in this TOS. If this TOS is renewed for any Renewal Term, the terms and conditions of this TOS during each such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to any change in the Fees during the applicable Renewal Term as set forth in the Fees Section of this TOS. If either Party provides timely notice of its intent not to renew this TOS, then, unless otherwise sooner terminated in accordance with its terms, this TOS shall terminate on the expiration of the then-current Term.
 - 14.3. Termination. In addition to any other express termination right set forth in this TOS:
 - 14.3.1. Submittable may terminate this TOS, effective on written notice to Customer, if Customer fails to pay any Fees, and such failure continues more than twenty (20) days after Submittable's delivery of written notice to Customer;
 - 14.3.2. Customer may terminate this TOS at any time, effective on written notice to Submittable;
 - 14.3.3. Except as provided in subsection 14.3.1, either Party may terminate this TOS, effective on written notice to the other Party, if the other Party materially breaches this TOS, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; and
 - 14.3.4. Either Party may terminate this TOS, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
 - 14.4. Effect of Expiration or Termination. Upon expiration or termination of this TOS, Customer shall immediately discontinue use of the Services and Submittable IP, and Customer shall delete, destroy, or return all copies of Submittable IP and, upon Submittable's request, certify in writing to Submittable that Submittable IP has been deleted or destroyed. Unless Customer terminates for Submittable's material breach, all Fees that would have become payable had the TOS remained in effect until expiration of the Term will become immediately due and payable, and Customer shall immediately pay such Fees, together with all previously-accrued but not yet paid Fees. For thirty (30) days following any termination of this TOS or upon Customer's request, at no additional cost to Customer, Submittable shall allow Customer or a third-party nominated by Customer to download any Customer Data, unless applicable law requires otherwise.

14.5. Survival. The sections dealing with Confidential Information, intellectual property, and any right or obligation of the Parties in this TOS which, by its express terms, nature, or context is intended to survive termination or expiration of this TOS, shall continue indefinitely and shall survive any termination or expiration of this TOS.

15. Miscellaneous.

15.1. Entire Agreement. This TOS, together with any other documents incorporated by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this TOS and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

15.2. Notices. All notices, requests, consents, claims, demands, waivers, and other communications must be in writing and addressed to the Parties at the addresses that may be designated by the Party giving notice from time to time in accordance with this Section. All notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile, or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this TOS, a notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the notice has complied with the requirements of this Section.

15.3. Force Majeure. Except for the payment of Fees, in no event shall either Party be liable to the other Party, or be deemed to have breached this TOS, for any failure or delay in performing its obligations under this TOS (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, pandemic, epidemic, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

15.4. Waiver. No waiver by any Party of any of the provisions of this TOS will be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this TOS will operate or be construed as a waiver of any of the foregoing, and no single or partial exercise of any right, remedy, power, or privilege will preclude any other or further exercise of the foregoing or the exercise of any other right, remedy, power, or privilege.

15.5. Severability. If any provision of this TOS is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other term or provision of this TOS or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this TOS so as to affect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.6. Governing Law; Submission to Jurisdiction. This TOS is governed by and construed in accordance with the internal laws of the State of Montana without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Montana. Any legal suit, action, or proceeding arising out of or related to this TOS or the licenses granted under this TOS will be instituted exclusively in the federal courts of the United States or the courts of the State of Montana in each case located in the city of Missoula and County of Missoula, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

15.7. Assignment. Submittable may assign this TOS without written consent of Customer provided the assignment is pursuant to a merger, consolidation, reorganization, asset or stock sale provided the assignee remains fully liable under the terms of the TOS. Otherwise, neither Party may assign this TOS without the prior written consent of the other. No assignment, delegation, or transfer will relieve Customer of any of its obligations or performance under this TOS. Any purported assignment, delegation, or transfer in violation of this Section is void. This TOS is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.

15.8. Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

15.9. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Sections related to Confidential Information, intellectual property, or, in the case of Customer, Sections related to Use Restrictions or Customer Control and Responsibility, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy

and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

- 15.10. Attorneys' Fees. To the extent allowed by applicable law, in the event that any action is instituted or commenced by either Party against the other Party arising out of or related to this TOS, the substantially prevailing Party is entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party.
- 15.11. Counterparts. This TOS may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this TOS delivered by facsimile, email or other means of electronic transmission, as well as photocopies of such facsimile transmission or email correspondence (e.g., DocuSign) shall be deemed to have the same legal effect as delivery of an original signed copy of this TOS.

**EXHIBIT A
SERVICE LEVEL AGREEMENT**

This Service Level Agreement (“SLA”) forms part of the TOS. Capitalized terms not otherwise defined shall have the meaning given to them in the TOS. Except as modified below, the terms of the TOS shall remain in full force and effect.

1. Additional Definitions.

“**Error**” means a singular failure of the Services to perform in substantial conformity with the Documentation.

“**Incident**” means a support request that begins when Customer contacts Submittable to report an Error and ends when Submittable Resolves the Error.

“**Resolve**” means the provision of: (a) services that, in Submittable’s reasonable discretion, corrects the Error; (b) information to Customer that corrects the Error; or (c) information to Customer on how to obtain a solution that corrects the Error.

“**Response Time**” means the time period for Submittable to acknowledge the submission of an Incident. Such period will commence on submission of the Incident and conclude upon first response by Submittable.

“**Severity Level 1**” means any Error causing the Services not to operate and has a critical impact on Customer’s business operations.

“**Severity Level 2**” means any Error causing a lack of Services functionality and materially degrades significant aspects of Customer’s business operations.

“**Severity Level 3**” means any Error that impairs the performance of the Services but does not substantially affect Customer’s business operations.

“**Severity Level 4**” means any Error that does not qualify as Severity Level 1, 2, or 3.

“**Target Resolution Time**” means the target time period for Submittable to Resolve the Error or provide a workaround or other temporary fix. Such period shall commence on the submission of the Incident, and shall conclude when the Error is Resolved, and shall not include any time lapsed as a result of waiting for Customer’s input or responses to Submittable’s requests regarding the Error.

2. Incident Response Time. During the Term of the TOS, Submittable shall use best efforts to respond to and Resolve any Incidents in accordance with the following timeframes:

PRIORITY LEVEL	RESPONSE TIME	TARGET UPDATE INTERVAL	TARGET RESOLUTION TIME
Severity Level 1	One (1) hour	Two (2) hours	Twenty-four (24) hours
Severity Level 2	Two (2) hours	Four (4) hours	Forty-eight (48) hours
Severity Level 3	Four (4) hours	Three (3) days	Seven (7) days
Severity Level 4	Twenty-four (24) hours	Seven (7) days	Next maintenance release

3. Computation of Time. For Severity Level 1 and 2, hours and days shall be determined on a 24 x 7 x 365 basis. For all other requests, hours and days shall be determined on a 24 x 5 basis, excluding holidays observed by Submittable.

4. Workaround. If Submittable Resolves an Error by providing a workaround or other temporary fix, Submittable will use commercially reasonable efforts to determine a permanent resolution to the Error described in the Incident.

5. Scheduled Downtime. Submittable will provide at least eight (8) hours of notice before implementing any scheduled downtime when Services will not be available.

6. Uptime Percentage. Submittable shall use commercially reasonable efforts to ensure the uptime percentage of the Services will be at or greater than ninety-nine percent (99%).

7. Exceptions. Submittable has no obligation to Resolve Errors to the extent such Errors arise out of or result from any of the following: (1) any operation or use of, or other activity relating to, the Services by Customer other than as specified in the Documentation, including any incorporation in the Services of, or combination, operation or use of the Services in or with, any technology (including any software, hardware, firmware, system, or network) or service not specified for Customer’s use in the Documentation, unless otherwise expressly permitted in writing by Submittable; (2) any delay or failure of performance caused in whole or in part by any delay or failure to perform any of Customer’s obligations under the TOS or this SLA; (3) Customer’s operation of, or access to, Customer or a third-party’s system or network; or (4) any Force Majeure event.

8. Customer Obligations. Customer shall promptly notify Submittable of any Error and provide Submittable with reasonable detail of the nature and circumstances of the Error. Customer shall provide Submittable with all information reasonably requested by Submittable from time to time relating to Customer's use of the Services, including information on Customer's hardware, network, and systems.

EXHIBIT B
DATA PROCESSING ADDENDUM

This Data Processing Addendum (the “DPA”) sets out the additional terms, requirements, and conditions for which Submittable will obtain, handle, process, disclose, transfer, or store Personal Information when providing Services under the TOS to the extent required by Privacy and Data Protection Requirements. Capitalized terms not otherwise defined shall have the meaning given to them in the TOS. Terms not otherwise defined shall have the meanings set forth in the applicable Privacy and Data Protection Requirements. Except as modified below, the terms of the TOS shall remain in full force and effect. The Parties agree to the terms and conditions of this DPA only to the extent required by Privacy and Data Protection Requirements.

1. Additional Definitions.

“**Affiliate**” means any other individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with either Customer or Submittable as the case may be.

“**Authorized Affiliate**” means any of Customer’s Affiliate(s) which (a) is subject to the Privacy and Data Protection Requirements, and (b) is permitted to use the Services pursuant to the TOS, but has not signed its own Order Form and is not a “Customer” as defined under the TOS.

“**Business**” has the same meaning given to the term in the CCPA.

“**Business Purpose**” means the Services described in the TOS. “Controller” has the same meaning given to the term in the GDPR.

“**Data Subject**” means an individual who is the subject of Personal Information.

“**Personal Information**” means any information Submittable Processes on behalf of Customer under or in connection with the TOS that identifies or relates to an individual who can be identified directly or indirectly from that data alone or in combination with other information in Submittable’s possession or control.

“**Privacy and Data Protection Requirements**” means, only to the extent applicable, the Gramm-Leach-Bliley Act (“**GLBA**”); the EU Data Protection Directive 95/46/EC (the “**Directive**”), EU General Data Protection Regulation 2016/679 (“**GDPR**”), the implementing acts of the foregoing by the Member States of the European Union; the UK Data Protection Act of 2018 and the UK General Data Protection Regulation; the Family Educational Rights and Privacy Act, 20 USC 1232g and its implementing regulations (“**FERPA**”); the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103 and its implementing regulations (“**HIPAA**”); the Payment Card Industry Data Security Standards (“**PCI-DSS**”); and the California Consumer Privacy Act of 2018 and its implementing regulations (“**CCPA**”).

“**Processing, Processes, or Process**” means any activity performed on Personal Information including collecting, obtaining, recording, or holding the data, or carrying out any operation or set of operations on the data.

“**Processor**” has the same meaning given to the term in the GDPR.

“**Security Breach**” means a breach of security leading to the accidental or unlawful destruction, loss of, alteration, or unauthorized access, disclosure, or acquisition of Personal Information transmitted, stored, or otherwise Processed.

“**Service Provider**” has the same meaning given to the term in the CCPA.

“**Standard Contractual Clauses**” means the clauses annexed to the EU Commission Implementing Decision 2021/914 of June 4, 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (OJ L 199, 7.6.2021, p. 31-61), as amended from time to time.

“**Sub-processor**” means any third-party engaged by Submittable, or by a Submittable Sub-processor to Process Personal Information under the Services.

“**Supervisory Authority**” means an independent public authority which is established by an EU Member State pursuant to the GDPR.

“**UK Standard Contractual Clauses**” means the addendum to the Standard Contractual Clauses issued by the UK Information Commissioner under Section 119A(1) of the UK Data Protection Act 2018 (version B1.0, in force March 21, 2022).

2. Conflicts. In the case of conflict or ambiguity between the terms of this DPA and the provisions of the TOS, the provisions of this DPA will prevail.

3. Personal Information Types; Processing Purposes; General Obligations.

- 3.1. Submittable shall comply with all Privacy and Data Protection Requirements applicable to Submittable's provision of the Services, including as a Processor under the GDPR and Service Provider under the CCPA.
- 3.2. Customer shall comply with all Privacy and Data Protection Requirements applicable to Customer's use of the Services, Customer's transfer of Personal Information to Submittable, and for the Processing instructions it gives to Submittable. As the Business and Controller of Personal Information, Customer shall have sole responsibility for the accuracy, quality, and legality of such instructions pertaining to Personal Information collected and stored in regards to all End Users and the means by which Customer acquires Personal Information, including any applicable requirement to provide notice to Data Subjects of the use of Submittable as a Processor.
- 3.3. Appendix 1 describes the general categories, subject-matter, duration, nature, purpose, type, and categories of Processing, the types of Personal Information involved in the Processing, and the Data Subject types Submittable may use or Process to fulfill the Business Purpose.

4. Submittable's Obligations.

- 4.1. Submittable will only Process the Personal Information to the extent, and in such a manner, as is necessary:
 - 4.1.1. for the Business Purpose and in accordance with Customer's reasonable and lawful written instructions, where such instructions are consistent with the terms of the TOS and this DPA;
 - 4.1.2. to respond to a Data Subject Request when exercising his or her rights under the GDPR, CCPA, or other Privacy and Data Protection Requirements that grant similar rights as permitted by this DPA;
 - 4.1.3. to comply with applicable law; or
 - 4.1.4. as authorized in writing or appropriate electronic consent by Customer or the Data Subject.
- 4.2. Submittable will reasonably assist Customer with meeting Customer's compliance obligations under the Privacy and Data Protection Requirements, taking into account the nature and scope of the Processing and the Personal Information available to Submittable.

5. Submittable's Employees. Submittable will limit Personal Information access to personnel who require Personal Information access to meet Submittable's obligations under this DPA and the TOS. Submittable will ensure that all employees: (1) are informed of the Personal Information's confidential nature and use restrictions; and (2) are subject to a contractual or statutory obligation of confidentiality.

6. Sub-processors.

- 6.1. Submittable may only use a Sub-processor to Process Personal Information if:
 - 6.1.1. Submittable or a Submittable Affiliate has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this DPA with respect to the protection of Personal Information to the extent applicable to the nature of the services provided by such Sub-processor; and
 - 6.1.2. Submittable remains liable for breaches of this DPA caused by its Sub-processor's acts and omissions.
- 6.2. Customer grants Submittable the general written authorization to engage all the Sub-processors found at <https://submittable.com/subprocessors>. Customer agrees and acknowledges Submittable's current Sub-processors are authorized to Process Personal Information as set forth in this DPA. Submittable shall update the list of Sub-processors with the identities of those Sub-processors and their country of location on its website at: <https://www.submittable.com/subprocessors> ("**Updated Sub-processor List**").
- 6.3. Customer may object to Submittable's use of a new Sub-processor by notifying Submittable in writing within ten (10) business days after such Sub-processor is added to the Updated Sub-processor List, provided Customer's objection is based on a commercially reasonable and objective belief that such Sub-processor is not qualified to Process Personal Information. In the event Customer objects to a new Sub-processor, Submittable will notify Customer within sixty (60) days if another Sub-processor is available for performing the objected to Sub-processors' duties. In the interim, provided Customer refuses to allow such new objected to Sub-processor to Process Personal Information, or if Submittable is unable to make available another Sub-processor, either Party may terminate the applicable Order Form in part or entirely by providing written notice to the other Party.

7. Authorized Affiliates.

- 7.1. All access to and use of the Services by Authorized Affiliates must comply with the TOS and this DPA, and any violation of the TOS or this DPA by an Authorized Affiliate shall be deemed a violation by Customer.
- 7.2. Where an Authorized Affiliate becomes subject to this DPA with Submittable, it shall, to the extent required under applicable Privacy and Data Protection Requirements, be entitled to exercise the rights and seek remedies under this DPA, subject to the following:
 - 7.2.1. except where applicable Privacy and Data Protection Requirements require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against Submittable directly by itself, the Parties agree that (i) Customer shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate; and (ii) Customer shall exercise any such rights under this DPA not separately for each Authorized Affiliate individually but in a combined manner for all of its Authorized Affiliates together; and
 - 7.2.2. Customer shall, when carrying out any audit of the procedures relevant to the protection of Personal Information, take all reasonable measures to limit any impact on Submittable and its Sub-Processors by combining, to the extent reasonably possible, several audit requests carried out on behalf of different Authorized Affiliates into one single audit.

8. Security.

- 8.1. Submittable shall implement appropriate administrative, physical and technical safeguards and measures designed to safeguard Personal Information against unauthorized or unlawful Processing, access, disclosure, loss, misuse, copying, modification, storage, reproduction, display, or distribution, and against accidental loss, disclosure, misuse, destruction, or damage including, but not limited to, the security measures set out in Appendix 2. Submittable must document those measures in writing and periodically review them, at least annually, to ensure they remain current and complete.
- 8.2. All electronic transmission of Personal Information by a Party shall be performed in a secure and encrypted manner. All data transmissions between the Parties shall include detailed audit logs of all Personal Information transfer events.

9. Security Breaches and Personal Information Loss.

- 9.1. Submittable will promptly notify Customer if it becomes aware of a Security Breach.
- 9.2. Immediately following any Security Breach, the Parties will coordinate with each other to investigate the matter. Submittable will reasonably cooperate with Customer in Customer's handling of the matter, including:
 - 9.2.1. taking such appropriate actions as may be necessary to preserve forensic evidence and to limit, stop, or otherwise remedy the Security Breach;
 - 9.2.2. assisting with the investigation; and
 - 9.2.3. making available relevant information, records, data reporting, and other materials required to comply with Privacy and Data Protection Requirements. All information provided to Customer under this Section may be redacted or compiled in a new format as reasonably necessary to minimize any risk to, or compromise of, Submittable's security or the confidentiality of any third-party confidential information, provided that such removal or compilation in a new format does not prevent Customer from understanding the substance of the materials.
- 9.3. Unless applicable law requires otherwise, or any notice which Submittable deems necessary or appropriate and which does not include any reference to Customer, Submittable agrees that Customer has the sole right to determine: (1) whether to provide notice of the Security Breach to any Data Subjects, regulators, Supervisory Authority, law enforcement agencies, or others, as required by applicable law or in Customer's discretion, including the contents and delivery method of the notice; and (2) whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
- 9.4. Subject to any limitations in the TOS, Submittable will cover all reasonable expenses associated with the performance of the obligations under Section 9.2 and Section 9.3, unless the matter arose from (a) Customer's specific instructions; (b) any negligence, willful default, or breach of this DPA or the TOS by Customer, or any employee, agent, contractor, representative, or Authorized Affiliate of Customer; (c) any breach or unauthorized access of the system, server(s), network(s), website(s), information, data, or records of Customer which were not in the possession or control of Submittable or its Sub-processors; or (d) any Security Breach which originated with, was caused by, or resulted from any Customer owned and operated server, website, system, software, or network, which were not the result of any actions or inactions

of Submittable or its Sub-processors, which in any of the foregoing cases Customer will cover all reasonable expenses.

- 9.5. In the event of a Security Breach, each Party shall use reasonable efforts in good faith to mitigate any reputational and brand damage to the other affected Party.

10. Cross-Border Transfers of Personal Information.

- 10.1. For purposes of the GDPR, the Parties acknowledge and agree that with regard to the Processing of Personal Information, Customer is the Controller and Submittable is a Processor.

- 10.2. If the Privacy and Data Protection Requirements restrict cross-border Personal Information transfers, Customer will only transfer or cause to be transferred that Personal Information to Submittable under the following conditions:

10.2.1. Submittable, either through its location or participation in a valid cross-border transfer mechanism under the Privacy and Data Protection Requirements, may legally receive that Personal Information;

10.2.2. Customer obtained valid Data Subject consent to the transfer under the Privacy and Data Protection Requirements; or

10.2.3. the transfer otherwise complies with the Privacy and Data Protection Requirements.

- 10.3. Transfers out of the EEA or Switzerland. By signing this DPA, the Parties conclude Module 2 (controller-to-processor) of the Standard Contractual Clauses for personal data that is transferred outside of the EEA or Switzerland, which are hereby incorporated into this DPA and completed as follows: the "data exporter" is Customer; the "data importer" is Submittable; the optional docking clause in Clause 7 is implemented; Clause 9(a) Option 1 is struck and Option 2 is kept; in Clause 11 the optional language is struck; in Clause 17 and 18, the Governing law and the competent courts are those of the data exporter; Annex 1, 2, and 3 to Module 2 of the Standard Contractual Clauses are Appendix 1 to this DPA.

- 10.4. Transfers out of the United Kingdom. By signing this DPA, the Parties conclude the UK Standard Contractual Clauses for Personal Data that is transferred outside of the United Kingdom, which are hereby incorporated into this DPA and completed as follows: the "data exporter" is Customer; the "data importer" is Submittable; the governing law in Clause 9 and Clause 11.3 of the UK Standard Contractual Clauses is the law of England and Wales; Appendix 1 to this DPA contain the information for Appendix 1 to the UK Standard Contractual Clauses, respectively; and the optional indemnification clause is struck. In addition, the following changes apply: (i) references to Data Protection Law are replaced with references to applicable UK data protection law, (ii) references to the EU or Member States are replaced with references to the United Kingdom, (iii) references to EU authorities are replaced with references to the competent UK authorities.

- 10.5. Subject to the terms of this DPA, Submittable makes available the transfer mechanisms listed on Appendix 1 to any transfers of Personal Information under this DPA from the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom to countries or territories which do not ensure an adequate level of data protection within the meaning of Privacy and Data Protection Requirements of the foregoing territories, to the extent such transfers are subject to such Privacy and Data Protection Requirements.

- 10.6. The Standard Contractual Clauses and the additional terms specified in this Section apply to (a) the legal entity that has executed the Standard Contractual Clauses as a data exporter; and (b) all Affiliates of Customer established within the European Economic Area, Switzerland, and the United Kingdom, which have signed Order Form(s) for the Services. For the purpose of the Standard Contractual Clauses and this Section, the aforementioned entities shall be deemed "data exporters".

- 10.7. This DPA and the TOS are Customer's instructions at the time of signature of the TOS to Submittable for the Processing of Personal Information.

- 10.8. The Parties agree that any copies of the Sub-processor agreements that must be sent by Submittable to Customer may have all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent, removed by Submittable beforehand; and, that such copies will be provided by Submittable only upon reasonable request by Customer where such request is based on legitimate business reasons.

11. Complaints, Data Subject Requests, and Third Party Rights.

- 11.1. Submittable shall, to the extent legally permitted, promptly notify Customer if it receives any complaint, notice, or communication that directly or indirectly relates to the Personal Information Processing or to either Party's compliance with the Privacy and Data Protection Requirements.
 - 11.2. Submittable shall, to the extent legally permitted, promptly notify Customer if Submittable receives a request from a Data Subject to exercise one or more of its rights under the Privacy and Data Protection Requirements for which Submittable is a Processor ("**Data Subject Request**"). Customer is fully responsible for responding to Data Subject Requests. Taking into account the nature of the Processing, Submittable shall assist Customer by providing measures, insofar as is possible, for the fulfillment of Customer's obligation to respond to a Data Subject Request under Privacy and Data Protection Requirements. In addition, to the extent Customer, in its use of the Services, directs Submittable to respond to a Data Subject Request, Submittable shall, upon Customer's request, provide commercially reasonable efforts to assist Customer in doing so, to the extent Submittable is legally permitted to do so and the response to such Data Subject Request is required under Privacy and Data Protection Requirements. If Submittable will incur costs beyond those associated with routine business or technical processes, Customer agrees to pay such costs.
 - 11.3. Submittable shall not disclose Personal Information to any Data Subject or to a third-party unless the disclosure is either at Customer's request or instruction, permitted by this DPA or is otherwise required by law.
 - 11.4. If a law requires Submittable to Process or disclose Personal Information, Submittable must first inform Customer of the legal requirement and give Customer an opportunity to object or challenge the requirement, unless the law prohibits such notice.
12. Records.
- 12.1. Submittable will keep accurate records regarding any Processing of Personal Information, including but not limited to, the access, control, and security of the Personal Information, approved Sub-processors, the Processing purposes, and any other records required by the applicable Privacy and Data Protection Requirements (the "**Records**").
 - 12.2. Submittable shall annually cause a reputable independent third-party audit firm to conduct SOC 2 audits of Submittable ("**Submittable Audit Report**"). The Submittable Audit Report will address the control procedures used by Submittable at the Services locations. Upon Customer's advance written request, and no more frequently than once per 12-month period, Submittable will provide Customer with access, on a confidential need-to-know basis, a redacted version of the Submittable Audit Report so that Customer can reasonably verify Submittable's compliance with its security obligations under the TOS or this DPA. Submittable will make good faith, commercially reasonable efforts to promptly remediate: (1) any errors identified in a Submittable Audit Report that could reasonably be expected to have an adverse impact on Customer's use of the Services as set forth in the TOS; and (2) material deficiencies identified in a Submittable Audit Report. During the Term, unless a Security Breach has occurred, Customer agrees that the Submittable Audit Report shall constitute sufficient assurance regarding the adequacy of Submittable's data security and data privacy controls.
 - 12.3. The Parties agree that the audits described in the Standard Contractual Clauses and the UK Standard Contractual Clauses shall be carried out in accordance with the following specifications:
 - 12.3.1. upon Customer's reasonable request, and subject to the confidentiality obligations set forth in the TOS, Submittable shall make available to Customer (or Customer's independent, third-party auditor that is not a competitor of Submittable and that has signed nondisclosure agreement reasonably acceptable to Submittable) information regarding Submittable's compliance with the obligations set forth in this DPA;
 - 12.3.2. following any notice by Submittable to Customer of a Security Breach or unauthorized disclosure of Personal Information, upon Customer's reasonable belief that Submittable is in breach of its obligations in respect of protection of Personal Information under this DPA, or if such audit is required by Customer's Supervisory Authority, Customer may contact Submittable in accordance with the "Notice" Section of this DPA to request an audit at Submittable's premises of the procedures relevant to the protection of Personal Information;
 - 12.3.3. any such request shall occur no more than once annually, unless the audit is required by applicable law or a Supervisory Authority;
 - 12.3.4. each Party shall bear its own audit costs and expenses;

- 12.3.5. before the commencement of any such on-site audit, Customer and Submittable shall mutually agree upon the scope, timing, and duration of the audit; and
- 12.3.6. Customer shall promptly notify Submittable with information regarding any non-compliance discovered during the course of an audit.

13. Scope Modifications. In the event a Party's compliance with Privacy and Data Protection Requirements requires the imposition of different or additional contractual obligations under this DPA, both Parties shall in good faith seek to amend this DPA in order to address the requirements under Privacy and Data Protection Requirements. In the event the Parties fail to reach an agreement on an amendment to this DPA, Submittable may unilaterally amend this DPA to conform to the minimum additional requirements imposed by any Privacy and Data Protection Requirement without notice to Customer and without Customer's consent.

14. Term and Termination.

- 14.1. This DPA will remain in full force and effect so long as: (1) the TOS remains in effect; or (2) Submittable retains any Personal Information related to the TOS in its possession or control (the "DPA Term").
- 14.2. Any provision of this DPA that expressly or by implication should come into or continue in force on or after the termination of the TOS or this DPA in order to protect Personal Information will remain in full force and effect.

15. Data Return and Destruction.

- 15.1. During the TOS Term and for thirty (30) days after, at Customer's request, and as applicable law allows, Submittable shall allow Customer to download from the Services all or part of Customer's Personal Information in its possession or control.
- 15.2. Subject to the preceding paragraph, on termination of the TOS for any reason or expiration of its Term, Submittable will destroy or, if directed in writing by Customer, return and not retain, all or any Personal Information related to the TOS in its possession or control, except for one (1) copy that it may retain offline in backup storage for only the period of time required by tax, audit, compliance, or other legally mandated functions, and for which Submittable has obtained an appropriate electronic consent by the End User who owns the Personal Information allowing Submittable to retain such Personal Information.
- 15.3. If any law, regulation, or government or regulatory body requires Submittable to retain any documents or materials that Submittable would otherwise be required to return or destroy, it will notify Customer in writing of that retention requirement, giving details of the documents or materials that it must retain, the legal basis for retention, and establishing a specific timeline for destruction once the retention requirement ends. Submittable may only use this retained Personal Information for the required retention reason or audit purposes.
- 15.4. On written request, Submittable will certify in writing that it has logically destroyed the Personal Information within thirty (30) after it completes its destruction obligations under this DPA.

Appendix 1

Personal Information Processing Purposes and Details

1. LIST OF PARTIES

1.1. Data exporter:

- Name: As set forth in the Order Form, or as otherwise specified by Customer to Submittable in writing
- Address: As set forth in the Order Form, or as otherwise specified by Customer to Submittable in writing
- Contact person's name, position and contact details: As set forth in the Order Form, or as otherwise specified by Customer to Submittable in writing
- Activities relevant to the data transferred: to provide the Services pursuant to the TOS
- Signature and date: [Complete]
- Role (Controller/Processor): Controller

1.2. Data importer:

- Name: Submittable Holdings, Inc.
- Address: 101 E. Front St, Suite #500, Missoula, MT 59802
- Joe Silver, CFO: +1 (406) 578-1071; privacy@submittable.com
- Activities relevant to the data transferred: to provide the Services pursuant to the TOS
- Signature and date: [Complete]
- Role (Controller/Processor): Processor

2. DESCRIPTION OF TRANSFER

2.1. Categories of Data Subjects whose Personal Data is transferred: Customer, Customer's Authorized Affiliates, Customer's Authorized Users, and End Users

2.2. Categories of Personal Data transferred:

- First and last name
- Contact information (email, phone, physical address)
- ID data, including, but not limited to, data imported by the End User or Authorized User which may include first name, last name, email address, and the data importer's chosen password
- Professional life data, including, but not limited to, data imported by End User or Authorized User which may include information provided by the End User or Authorized User in response to Customers' call for submissions through Submittable's platform
- Personal life data, including, but not limited to, data imported by End User or Authorized User which may include information provided by the End User or Authorized User in response to Customer's call for submissions through Submittable's platform
- Connection data including IP addresses associated with logins
- Personal Information which may reveal racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the Processing of data concerning health or sex life
- Metadata about data submitted
- Additionally, an End User or Authorized User may submit special categories of data to the Services, the extent of which is determined and controlled by the data importer in its sole discretion
- Any other data as directed by Customer

2.3. Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures: [Complete if applicable]

2.4. The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis): Continuous

- 2.5. Nature of the Processing: The subject matter of the data processing, including the processing operations carried out by Submittable on behalf of Customer and Customer's data processing instructions for Submittable, will be described in the TOS and each Order Form.
 - 2.6. Purpose(s) of the data transfer and further Processing: to provide the Services pursuant to the TOS
 - 2.7. The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period: Duration of Customer's engagement of Submittable and until all Personal Information is deleted or returned to Customer
 - 2.8. For transfers to Sub-processors, the subject matter, nature and duration of the Processing: to provide the Services pursuant to the TOS
3. COMPETENT SUPERVISORY AUTHORITY
 - 3.1. As determined by Customer.

Appendix 2 Security Measures

1. **ORGANIZATIONAL MEASURES.**
 - 1.1. Submittable has appointed one or more security officers responsible for coordinating and monitoring the security rules and procedures.
 - 1.2. Submittable personnel with access to Personal Information are subject to confidentiality obligations.
 - 1.3. Submittable has performed a risk assessment before Processing Personal Information.
 - 1.4. Submittable has implemented and will maintain an information security program that establishes roles and responsibilities for information security, and supports the confidentiality, integrity, and availability of information systems operated by Submittable and its Subcontractors.
 - 1.5. Submittable has implemented and will maintain information security policies that define requirements for acceptable use, access control, application, and system development, passwords, remote access, information classification, operational security, workstation security, network security, media handling and disposal, mobile computing, and physical security.
 - 1.6. Submittable has implemented and will maintain a governance framework with supporting risk management policies that enables risk identification, analysis, and mitigation.
 - 1.7. Submittable conducts data security training upon hiring and annually for all employees.
2. **PHYSICAL ACCESS CONTROLS**
 - 2.1. Entries for secure areas are controlled by security personnel, identification badges, and/or electronic key cards.
 - 2.2. All physical access is logged.
 - 2.3. Physical access logs are reviewed quarterly for unusual activity.
3. **SYSTEM ACCESS CONTROLS.**
 - 3.1. System access is based on the principle of least privilege, i.e., Submittable restricts access to Personal Information to only those individuals who require such access to perform their job function.
 - 3.2. System access is revoked immediately upon employment termination or other change resulting in an individual no longer needing such access.
 - 3.3. Management conducts quarterly review of accounts, system access, and permission levels.
4. **DATA ACCESS CONTROLS**
 - 4.1. Data access is based on the principle of least privilege, i.e., Submittable restricts access to Personal Information to only those individuals who require such access to perform their job function.
 - 4.2. Data access, including access to Personal Information, is revoked immediately upon employment termination or other change resulting in an individual no longer needing such access.
 - 4.3. Management reviews access to Personal Information, on a monthly basis.
 - 4.4. Submittable uses industry standard practices to identify and authenticate users who attempt to access information systems.
 - 4.5. Submittable employees may not store Personal Information on a personally owned device.
 - 4.6. Submittable classifies Personal Information to allow for appropriate access restrictions.
 - 4.7. Submittable has implemented an anti-virus solution that shall be kept up to date to protect against viruses and other malicious code.
 - 4.8. Submittable maintains a policy for recording Security Breaches where such records include a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data.
5. **TRANSMISSION CONTROLS**
 - 5.1. All databases can only be accessed by Submittable's private subnet.
 - 5.2. Customers and End Users access Submittable accounts over HTTPS.

6. DATA BACKUPS

- 6.1. All production databases are housed in Amazon Web Services RDS (Relational Database Services) and Azure Database.
- 6.2. Automated daily backups are enabled on all database instances.
- 6.3. Encryption is enabled on all databases.
- 6.4. Retention time for database backups is set to the maximum allowable.
- 6.5. Only database administrators have access to initiate backups or restores.
- 6.6. Only database administrators may modify backup or restoration configurations.
- 6.7. Submittable retains its security documents pursuant to its retention requirements after they are no longer in effect.

7. DATA SEGREGATION

- 7.1. All data is stored in a multi-tenant relational database with logical separations.
- 7.2. Tenant data is separated using foreign keys and application logic.

8. ADDITIONAL GENERAL SAFEGUARDS

- 8.1. Submittable does not store any Personal Information on removable devices or removable media.
- 8.2. All Personal Information is encrypted while being transmitted between networks (including e-mail), whether public or private.
- 8.3. All backups of Personal Information is encrypted.
- 8.4. Software firewalls are installed on all laptops and other devices containing Personal Information if connected to public networks or unsecure private networks.
- 8.5. Background checks are performed on all newly hired personnel and Subcontractors with access to Personal Information.
- 8.6. Prior to loading any Personal Information onto any application that is Internet facing, application vulnerability testing is performed and any findings are appropriately remediated.
- 8.7. Security tools required by this DPA, such as encryption tools, are monitored to determine whether they are installed, updated, and active.
- 8.8. Security-related patches are applied in a timely manner in relation to the criticality of the patch, but not later than 10 days after the date such patches become available to Licensor for critical patches and 30 days for other patches.

9. ADDITIONAL SAFEGUARDS THAT APPLY TO LAPTOPS ACCESSING PERSONAL INFORMATION.

- 9.1. Anti-virus and anti-spyware software are installed and are updated in a timely manner (but not less than weekly).
- 9.2. All data stored on a laptop are securely erased prior to disposal, reuse, resale or return to a vendor at end of a lease.
- 9.3. Laptops are physically secured when unattended.
- 9.4. All laptops use a standard configuration that requires the screensaver to activate after not more than 10 minutes of inactivity and requires entry of the user's password to unlock the laptop.
- 9.5. Laptops use log-in passwords that are at least 8 characters in length.
- 9.6. Laptops lock out after not more than 10 invalid login attempts.
- 9.7. Users do not share passwords required to log in to laptops with unauthorized users of the laptops.

10. ADDITIONAL SAFEGUARDS THAT APPLY TO ALL OTHER DEVICES.

- 10.1. Devices with access to Personal Information require the use of a password/PIN to unlock the device.
- 10.2. Devices with access to Personal Information lock after a period of inactivity of not more than 3 minutes, requiring that the log-in password/PIN be entered to unlock the device.

- 10.3. Submittable owned devices are securely erased prior to disposal, reuse, resale or return to a vendor at end of a lease.
- 10.4. Users do not share passwords/PINs for any device used to access Personal Information.

EXHIBIT C
EXAMPLE AUTOMATED EMAIL

Your Submission has been received > Inbox x



Submittable Notifications <notifications@email.submittable.com>
to me ▾

Apr 7, 2022, 10:07 AM ☆ ↶ ⋮

Submittable ^D

Hi **Submitter's Name**

Thank you for your interest in **Customer's Form**. We have received your submission and look forward to reviewing it.

Thanks!
- **Customer's POC**

Please do not reply to this email. If you have questions about your submission, please contact the organization directly. Submittable is not involved in the decision-making process of organizations using our platform.

Sent by **Submittable**.

111 Higgins Ave #300, Missoula, MT 59802

[Help Center](#) | [Terms and Conditions](#) | [Contact Us](#)

EXHIBIT D
FUNDS DISTRIBUTION ADDENDUM

This Funds Distribution Addendum (the “**Addendum**”) sets out the additional terms, requirements, and conditions under which Submittable will manage the process of distributing Customer funds to a Recipient (as defined below). This Addendum only applies if Submittable is providing Customer with funds distribution management services. Capitalized terms not otherwise defined shall have the meaning given to them in the TOS. Except as modified below, the terms of the TOS shall remain in full force and effect.

1. Additional Definitions.

“**ACH**” means the Automated Clearinghouse system governed by the National Automated Clearinghouse Association.

“**Distribution Services**” means Submittable’s service in managing the distribution of funds from Customer to Recipients through Processor according to the Program Requirements.

“**Network**” means (i) Visa, Mastercard, American Express, Discover, or other payment card network; (ii) the National Automated Clearinghouse Association; or (iii) any other applicable payments network.

“**Payment Method**” means the deposit account (or such other payment method, if approved by Processor) designated by Customer for use in funding the Processor Account to make payments to Recipients through the Distribution Services.

“**Processor**” means the payment services provider Submittable has engaged in connection with this Addendum, which Submittable may change from time to time and in its sole discretion.

“**Processor Account**” means the account or accounts held at or by Processor for the purpose of receiving and distributing Customer funds to Recipients.

“**Processor Platform**” means the website, software interface, or other technology platform Processor employs to process payment transactions.

“**Processor Terms**” means any terms of service or agreements which Processor may require Customer or a Recipient to execute to send or receive funds through Processor.

“**Program Requirements**” means Customer’s instructions and requirements to Submittable for the Distribution Services, as set forth in any applicable statement of work.

“**Recipient**” means an End User to which Customer has requested funds be distributed through Processor using the Distribution Services.

“**Restricted Business List**” means the list of businesses to which Processor prohibits payment, as it may be updated from time to time.

2. Use of Distribution Services. Subject to the terms of this Addendum and the TOS, Submittable shall provide Customer with the Distribution Services, including directing the distribution of funds to Recipients on Customer’s behalf and according to the Program Requirements.

3. Funding. To use the Distribution Services to make payments to Recipients, Customer must provide or make funds available to Processor for distribution from the Processor Account. As required by Processor, Customer agrees to fund payments by either:

3.1. Pre-Funding: Customer will initiate payment to the Processor Account in such amounts as Processor may require. Thereafter, Processor shall distribute funds to Recipients from the Processor Account based on payment instructions from Submittable.

3.2. Periodic Funding: Customer authorizes Processor to debit the Payment Method in the amount of funds required to fulfill all payment instructions received from Submittable during a specified period (e.g., daily, weekly etc.). Thereafter, Processor shall distribute the funds to Recipients from the Processor Account based on the instructions from Submittable.

4. Minimum Balance. Customer agrees that it shall make or authorize periodic payments to the Processor Account in amounts equal to or in excess of the aggregate payments to Recipients requested by Submittable on Customer’s behalf. Customer acknowledges and agrees that under no circumstances shall Submittable or Processor be obligated to perform any transaction for which there are insufficient funds in the Processor Account. If any transaction is rejected for insufficient funds, Customer shall be liable to Submittable and Processor for any non-sufficient funds (“NSF”) fee either may incur.

5. Authorization. Customer hereby authorizes Processor to debit the Payment Method, including by ACH as applicable, (i) to collect any NSF fees owed to Processor; and (ii) in connection with funding payments to Recipients

through Periodic Funding. Such authorization shall remain in full force and effect until thirty (30) days after Submittable receives written notification from Customer of termination of this authorization, by email to corporate@submittable.com. Submittable reserves the right to terminate or suspend the Distribution Services at any time that Customer fails to provide an active Payment Method and debit authorization.

6. Onboarding. Customer acknowledges and agrees that (i) it may be required to execute any Processor Terms or complete any other steps necessary to onboard with Processor prior to Submittable submitting any payment instructions to Processor on Customer's behalf; and (ii) Recipients will be required execute any Processor Terms, establish an account with Processor, and provide Processor with all banking and other information necessary to transmit payment prior to receiving any funds through the Distribution Services. Submittable shall have no liability in connection with Customer's or a Recipient's failure to complete onboarding and execute any required Processor Terms.
7. Custody of Funds. Customer acknowledges and agrees that (i) Submittable is not a bank or other financial services provider; and (ii) under no circumstances will Submittable take custody of, have control over, or maintain in its own accounts any Customer funds intended for payment to a Recipient. Submittable's role is limited to submitting payment instructions to Processor on Customer's behalf and all funds provided to Processor by Customer or debited from Customer's Payment Method will remain in Processor's custody and control until they are distributed to Recipients.
8. Return of Funds. At Customer's instruction, Submittable will request a return of funds from the Processor Account. Customer acknowledges and agrees that Processor is solely responsible for returning any funds previously received from Customer. In addition, Customer acknowledges and agrees that Processor, in its sole discretion, will determine whether any funds pending distribution or previously distributed to Recipients are available for return to Customer. If funds cannot be recovered from Recipients by Processor, Customer is solely responsible for the collection of such funds from Recipients.
9. Program Requirements. Recipients will submit applications for funds via Submittable's Services. Submittable shall review applications on Customer's behalf and submit payment instructions to Processor to distribute funds from the Processor Account to each eligible Recipient, all in accordance with the Program Requirements.
10. Representations and Warranties. In using the Distribution Services, Customer represents and warrants that:
 - 10.1. Payment of funds to each Recipient shall be made only in connection with a successful application, entry, or submission through Submittable's Services by or on behalf of such Recipient and Customer shall not use the Distribution Services in connection with any other type of payment transaction, including but not limited to bill payment or payroll processing;
 - 10.2. The Program Requirements, including for review of any application, entry, or submission by or on behalf of a Recipient and for distribution of funds to Recipients, comply with all applicable laws;
 - 10.3. Customer will require Recipients to provide accurate and complete information, including banking and financial information, to Submittable and Processor (as applicable), and to authorize Processor to transmit payment to Recipient's designated account;
 - 10.4. Customer's use of the Distribution Services and Recipient's receipt of and use of funds does not represent or result in a violation of (i) applicable laws, including, but not limited to, U.S. economic sanctions laws, the U.S. Foreign Corrupt Practices Act, or other applicable domestic or foreign anti-corruption or anti-money laundering laws; or (ii) any Network rules;
 - 10.5. If Customer's use of the Distribution Services results in the distribution of any funds allocated or provided by a federal or state governmental authority, such distribution complies with applicable federal or state law, and the programmatic requirements of the federal or state governmental authority; and
 - 10.6. Submittable and Processor are each authorized to verify the identity of each Recipient and that no Recipient is (i) listed on the List of Specially Designated Nationals or Blocked Persons maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control; (ii) engaged in whole or in part in a business listed on the Restricted Business List; or (iii) debarred or otherwise prohibited under federal or state law from receiving any funds distributed through the Distribution Services.
11. Additional Disclaimer. Customer acknowledges and agrees that Section 10.2 of the TOS applies to this Addendum and the Distribution Services.
12. Additional Limitation of Liability and Indemnification.
 - 12.1. Limitation of Liability. Customer acknowledges and agrees that the provisions of Section 13 of the TOS shall apply to this Addendum and Customer's use of the Distribution Services as described herein. Without limiting the foregoing, Submittable shall have no liability for Losses of any kind incurred by Customer as a

result of (i) Customer or any Recipients' failure to provide accurate and complete information to Submittable and Processor; (ii) Submittable's review of any application, entry, or submission by or on behalf of a Recipient or determination to distribute funds to any Recipient made in accordance with the Program Requirements; (iii) Customer's, Processor's, or any Recipient's fraud, negligence, willful misconduct, or violation of any applicable laws or Network rules; (iv) Customer's or a Recipient's breach of any Processor Terms; or (v) Customer's failure to fund the Processor Account.

- 12.2. Indemnification. Customer acknowledges and agrees that the provisions of Section 12.2 of the TOS shall apply to this Addendum and Customer's use of the Distribution Services as described herein. Without limiting the foregoing, Customer shall indemnify, hold harmless, and, at Submittable's option, defend Submittable from and against any Losses resulting from any Third-Party Claim based on (i) Customer's use of the Distribution Services; (ii) Customer's breach of this Addendum (iii) Customer's or any Recipient's breach of any Processor Terms; (iv) Customer's or any Recipient's fraud, negligence, willful misconduct, or violation of any applicable laws or Network rules; or (vi) Customer's failure to fund the Processor Account.

**EXHIBIT E
GIVE ADDENDUM**

This Give Addendum (the “**Addendum**”) sets out the additional terms, requirements, and conditions under which Submittable will facilitate an employer customer’s ability to offer employee donation matching programs through a third-party 501(c)(3) public charity and its donor advised fund (“**Give**”). Give includes the portions of Submittable’s website and mobile app that Customer and Donors access to submit donation transactions. This Addendum applies only if Submittable is providing Customer Give services.

This Addendum represents a legal agreement between Submittable and Customer and by using or accessing Give, You accept and agree to the terms of this Addendum. In addition, Give is a Service, as defined in Submittable’s Customer Terms of Service (“**TOS**”), and is subject to the TOS as modified or updated by this Addendum. To the extent of any conflict between this Addendum and the TOS, this Addendum shall govern with regard to Customer’s use of Give. If You do not agree to be bound by this Agreement, You must discontinue Your use of Give immediately.

Capitalized terms used but not defined in this Addendum shall have the meaning assigned to them in the TOS.

1. “**Donor**” means Customer’s employees that Customer has approved to access and use Give.
2. **Donor Advised Fund:** Submittable provides administrative, support, and technical services to Able Impact Foundation, a third-party 501(c)(3) public charity and its donor advised fund (collectively referred to herein as the “**DAF**”). The DAF permits Donors to make recommendations for grants from the DAF to qualified charities recognized by the Internal Revenue Service (“**IRS**”) as described by section 501(c)(3) of the Internal Revenue Code (excluding private foundations and Section 509(a)(3) supporting organizations) and schools recognized by the Department of Education National Center for Education Statistics (“**NCES**”). Through Give, Submittable manages Donor contributions, matching employer contributions, and grant recommendations to the DAF.
3. **Donations and Grant Recommendations.** When You and a Donor make contributions through Give, You and the Donor are making charitable gifts to the DAF and a donation transaction to the DAF is complete upon the DAF’s receipt of payment. “Able Impact Foundation” – the owner of the DAF – will appear on Your and Your Donors’ donation receipts as the recipient of the donation. As required by the IRS, the DAF shall have exclusive legal control over all donations it receives, which upon payment to the DAF, become assets of the DAF. To the fullest extent consistent with its exempt purposes and operation as a public charity, the DAF shall make grants to qualified charities as recommended by Donors at the time of their donation to the DAF, in the amounts of their contributions and Your corresponding matching contribution. Notwithstanding the foregoing, the DAF shall distribute funds, in amounts and to recipients, in its sole discretion, and has no obligation to distribute funds to any Donor’s recommended recipient. If the DAF determines not to distribute funds to the recommended recipient, for example as a result of its charitable tax exempt status having been revoked, the DAF will select a different recipient or may retain the funds for future distribution. The DAF may choose, in its sole discretion, to allow Donor to make an alternate recommendation, but it is not obligated to do so.
 - 3.1. Unused Funds. Customer acknowledges and agrees that the DAF may make grants, in its sole discretion, with Donor contributions, in the following circumstances:
 - 3.1.1. Donor has left Customer’s employ;
 - 3.1.2. The TOS is terminated; or
 - 3.1.3. Donor’s recommended recipient rejects the donation or is not operating.
 - 3.2. Prohibited Categories. The following categories of organizations, activities, or purposes shall be deemed ineligible for charitable donation recommendations and will be rejected by the Give services:
 - 3.2.1. Organizations that are not described in Section 501(c)(3) of the Internal Revenue Code at the time of the payment to the recommended organization or are not in good standing under the applicable laws and regulations, including, but not limited to:
 - (a) Political parties or campaign organizations involved in the election of candidates;
 - (b) For-profit entities and any commercial ventures;
 - 3.2.2. Organizations that are Section 501(c)(3) private foundations or “supporting organizations” described in Section 509(a)(3) of the Internal Revenue Code;
 - 3.2.3. Individuals, except for payments to educational institutions for the general purpose of scholarships which the educational institutions selects;

- 3.2.4. Activities that are illegal or in violation of federal, state, or local laws, including organizations that discriminate on the basis of race, religion, gender, sexual orientation, age, national origin, or disability;
 - 3.2.5. Organizations that are a government sanctioned entity, hate group, or exhibiting any other criteria indicative of a legal or reputation risk to the DAF; Submittable; Submittable's affiliates, consultants, contractors, or agents; or other customers of Submittable; or
 - 3.2.6. Any recommendation that provides more than an "incidental benefit" to the Donor including any recommended payment that results in any goods or services being provided to the Donor as a result of the payment .
 - 3.3. Redirection or Redesignation of Funds. If the DAF cannot legally or practically follow Customer's or Donor's grant recommendation, the DAF may redirect or redesignate funds to an eligible alternative charity. In such circumstances, all tax receipts generated for the original donation are deemed to be valid, as they were made to the DAF and not the originally recommended charity.
 - 3.4. Refunds. All contributions made by You and/or a Donor through Give are final and non-refundable.
 - 3.5. Credit Card Ingress. Submittable will consider and potentially accept chargeback requests submitted by a Donor's credit card issuer, based on Submittable's sole judgment, specifically in instances where the transactions are evidently erroneous.
4. **Donation through Give**. Submittable will receive donation requests from Donors through Give. You agree to facilitate payment of each Donor's donation to the DAF, directly or through Your third-party payroll processor. Submittable fully intends to transfer all donated funds to the DAF at the time of a Donor's donation. In the rare and unexpected event of technical difficulties such that Submittable is unable to transfer the donated funds at the time of a Donor's donation, Submittable will expend all reasonable effort to transfer all donated funds to the DAF no later than 30 days after the end of the month in which the donations were made.
5. **Matching Contributions**. You are responsible for making Your own matching contributions to the DAF based on any donation matching programs You offer to Donors from time to time and will make any such donations within 30 days after the end of the month in which Submittable reports the Donor's corresponding donation.
6. **Administration Costs and Fees**. Customer understands that there are administrative costs, expenses and fees associated with maintaining Give and that an administrative fee may be deducted from the amount of any grant the DAF makes to a charitable recipient, as may be set forth on the Order Form.
7. **Donor Terms**. Customer acknowledges and agrees that to use Give, each Donor will be required to agree to Submittable's Donor terms of use ("**Donor Terms**"). The Donor Terms will clarify that donations made through Give are final, irrevocable and non-refundable. Donations are considered complete for purposes of Donor Terms as soon as the Donor submits the donation through Give.
8. **Taxes and Tax Deductibility of Transactions**. Customer will receive a receipt for donations stating that "no goods or services were provided in return for the contribution." If You received any goods or services in connection with a Give transaction, the value of Your donation will be reduced by the value of the goods or services You received and you will be subject to a tax of 125% of the recommended. Customer is responsible for all taxes, if any, associated with Give transactions, including donations and contributions. Customer is responsible for determining the tax deductibility of Its donations made through the Services.
9. **Dual Receipts**. Upon making a donation through Give, Donor shall receive an immediate receipt generated by the Give services as evidence of the contribution. In instances where Donor employs a credit card for the transaction and designates specific recommendations for the distribution of the charitable donation, it is possible that a secondary receipt will be issued directly by the beneficiary charity. This subsequent receipt, while confirming the donation's final allocation, is considered duplicative and shall not be utilized for the purposes of annual donation reporting. For the purpose of claiming a charitable deduction on tax returns, only the initial receipt provided by the Give services may be utilized. The responsibility to ascertain the appropriateness and application of such deduction, including adherence to all applicable laws and regulations, resides solely with Donor. It is imperative that Donor engages the services of a qualified tax advisor to ensure compliance and maximization of tax benefits in accordance with their individual financial situation. Customer bears sole responsibility for ensuring Donors are aware of their responsibilities under this section.
10. **Disbursement Timing**. DAF, in its sole discretion, determines whether and when to make disbursements to the beneficiary charity. For clarity, while a beneficiary charity may see undisbursed donations or grants listed

in [**], DAF maintains **exclusive legal control and discretion over the donated/granted funds**; the beneficiary charity has **NO** ownership of or claim, right or entitlement to the donated/granted funds held by DAF. While DAF may typically disburse to a beneficiary charity during the calendar month that follows the month in which DAF received a donation or grant (e.g. if DAF received a donation/grant in January, then it would typically disburse such donation/grant, less fees, to a beneficiary charity in February), there are several exceptions to regular cadence disbursements such as when minimum donation/disbursement thresholds or maximum limits apply, if the beneficiary charity requires different timing for disbursement, if disbursements have been suspended or terminated as referenced in Section 4 of this Addendum, etc.

11. **Disclaimer.** Customer acknowledges and agrees that:
 - 11.1. As between Submittable and Customer, Customer is responsible for transferring all funds for Donor donations to the DAF, based on the donations made by Donors through Give & Pay. Submittable shall not be liable for any delays, errors, or failures in donation processing based on the actions or omissions of any third party, including Customer or Customer's payroll processor. Submittable assumes no responsibility or liability for the timeliness, accuracy, deletion, or mis-delivery of, or the failure to store, any Give content, user information, settings, or communications tools. Customer bears all such risks.
 - 11.2. (i) Submittable is not a bank or other financial services provider and is not engaged in the business of receiving funds for transmission; (ii) apart from submitting Donor donation information to Customer, Submittable is not responsible for processing donation payments; and (iii) under no circumstances will Submittable take custody of, have control over, or maintain in its own accounts any Customer or Donor funds intended for payment to the DAF or any other party.
12. **Limitation of Liability.** In addition to the limitations set forth in TOS Section 13, to the greatest extent allowed by law, Customer agrees that Submittable is not responsible in any way for the acts or omissions of third parties, including (i) offers made by third parties through the Give portion of the Services; (ii) any third-party charitable offers that may turn out to be fraudulent, irresponsible, or otherwise advertised in bad faith; and (iii) any issues arising under Customer's agreements, terms, or employment relationships with Donors.
13. **Indemnification.** Customer acknowledges and agrees that the provisions of Section 12.2 of the TOS shall apply to this Addendum and Customer's use of Give as described herein. Without limiting the foregoing, Customer shall indemnify, hold harmless, and, at Submittable's option, defend Submittable from and against any Losses resulting from any Third-Party Claim based on (i) Customer's use of Give; (ii) Customer's breach of this Addendum, including Customer's failure to facilitate the transfer of donation funds to the DAF; (iii) Customer's breach of any agreement or terms with Donors; or (iv) Customer's fraud, negligence, willful misconduct, or violation of any applicable laws.



Your Investment

Item	Annual Subscription
Grants Management Government Agency Package	\$147,000*
Modules <input checked="" type="checkbox"/> Eligibility Module <input checked="" type="checkbox"/> Financial Management Module <input checked="" type="checkbox"/> Monitoring Module <input checked="" type="checkbox"/> Reporting Module	Included
Integrations <input checked="" type="checkbox"/> DocuSign Integration <input type="checkbox"/> Microsoft Dynamics <input type="checkbox"/> Salesforce Integration	Included
Gold Support (12 hour SLA)	Included
TOTAL ANNUAL SUBSCRIPTION LIST PRICE	\$147,000*
SUBSCRIPTION DISCOUNT	68%
TOTAL ANNUAL SUBSCRIPTION PRICE W/ DISCOUNT	\$47,040*

*pricing is exclusive of any state taxes or reseller fees

Professional Services	One-Time Fees
Grants Management Platinum Implementation	\$17,500
TOTAL IMPLEMENTATION LIST PRICE	\$17,500
IMPLEMENTATION DISCOUNT	84%
TOTAL IMPLEMENTATION PRICE W/ DISCOUNT	\$2,800

SUB-TOTAL	\$164,500
Discount %	69.7%
TOTAL	\$49,840
Subscription Term (in years)	1



Optional Multi-Year Pricing

3 Year Term	Annual Cost	Implementation Cost
Year 1	\$47,040	\$2,800
Year 2	\$49,392	N/A
Year 3	\$51,862	N/A
5 Year Term	Annual Cost	Implementation Cost
Year 1	\$47,040	\$2,800
Year 2	\$48,451	N/A
Year 3	\$49,905	N/A
Year 4	\$51,402	N/A
Year 5	\$52,944	N/A

DESCRIPTION OF SOFTWARE & SERVICES

Overview

The West Virginia DOT, Division of Highways requires a comprehensive cloud-based grants management platform to facilitate more efficient execution of its grant programs while also providing the easiest possible experience to respective applicants. As part of its purchase and contract West Virginia DOT, Division of Highways will receive Submittable's Grants Management Government Agency Package as well as Grants Management Platinum Implementation, which is further detailed herewith.

Grant Management Software

Submittable will provide West Virginia DOT, Division of Highways a one-year subscription (billed annually) to its cloud-based grants management platform.

Grants Management Government Agency Package includes:

- Instance license of Submittable: 1