

KEY CONTRACT TERMS

For

Master Agreement WRESA-12222022-264-01-D

<u>Contract Between:</u>	Wayne RESA and DOMA Technologies, LLC
<u>Contract Purpose:</u>	Master Agreement for Document Storage Solution for Wayne RESA authorized CoPro+ Members
<u>Contract Number:</u>	WRESA-12222022-264-01- D
<u>RFP Number:</u>	WRESA-12222022-264-01
<u>Contractor Name:</u>	DOMA Technologies, LLC
<u>Contractor Address:</u>	841 Seahawk Circle Virginia Beach, VA 23452
<u>Contractor Telephone:</u>	757.306.4920 or 757.759.8034
<u>Contract Administrator:</u>	Wayne RESA Designee/CoPro+
<u>Base Contract Years:</u>	July 1, 2023 – June 30, 2024
<u>Option Years:</u>	July 1, 2024 – June 30, 2025 (Option Year 1) July 1, 2025 – June 30, 2026 (Option Year 2) July 1, 2026 – June 30, 2027 (Option Year 3) July 1, 2027 – June 30, 2028 (Option Year 4)
<u>Pricing:</u>	Refer to Section 2.1 and Attachment A
<u>Administrative Fee:</u>	2.0%
<u>Terms & Conditions:</u>	Refer to Section 3
<u>Ordering Options:</u>	wayne.deatley@domaonline.com
<u>Payment Options:</u>	Purchase Order or Direct Voucher
<u>Miscellaneous Information:</u>	THIS AGREEMENT IS EXTENDED TO AUTHORIZED COPRO+ MEMBERS

Signature of Contractor's Duly Authorized Representative

THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR; ANY ALTERATIONS OR ERASURES TO THE OFFER MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually an on behalf of the Contractor that:

(1) He/she is an Authorized Representative of the Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract, if any, issued, and to execute this Contract on behalf of Contractor; (2) Contractor is bound by and will comply with all requirements, specifications, and terms and conditions contained in this Contract (including all listed attachments and Addenda, if any, issued; (3) Contractor will furnish the designated Goods in accordance with the Contract specifications and requirements, and will comply in all respects with the terms of the resulting Contract upon award; and (4) All affirmations contained in the RFP are true and correct.

CONTRACTOR:

WAYNE RESA:

DOMA Technologies, LLC

Kurt Rheume, Senior Executive Director
Name/Title

Firm Name

Wayne DeAtley

Digitally signed by Wayne
DeAtley
Date: 2023.07.11 16:03:05
-04'00'


Kurt Rheume (Jul 11, 2023 16:58 EDT)

Authorized Representative Signature

Authorized Signature

Wayne DeAtley, SVP of Contracts
Print Name/Title

07/11/23
Date

7/11/2023

Date

SECTION ONE: CONTRACT REQUIREMENTS

1.1 Scope of Work

Wayne RESA, in partnership with the Michigan Association of Counties (MAC) CoPro+ Program, has awarded multiple Master Agreements to contractors for a county-wide Document Repository Management System for consortium districts. Individual Districts or Districts/ISDs outside of the Consortium may elect to participate. For additional requirements and scope of work, see RFP and the awarded proposal response.

1.2 Service Capabilities

a) Communication Plan/Contract Management

- i) The Contractor shall have an accessible customer service department with an individual specifically assigned to Wayne RESA. Customer inquiries should be responded to within forty-eight (48) hours or two (2) business days unless it is an emergency issue.

b) Primary Account Representative

- i) Name: Cristina Burmeister
Address: 585 London Bridge Rd, Virginia Beach VA 23454
Phone: 757.306.4920
E-mail: Cristina.Burmeister@domaonline.com

1.3 Quotes/Order/Delivery/Inspection

Requests for quotes will be initiated by participating agencies as specific needs arise. Participating agencies will issue individual detailed specifications along with specific response information required, deliverables, and any special terms and conditions. Contractor will respond directly to the requesting agency. The participating agency will issue their own purchase order and payments.

All services furnished must be in conformity with the participating agency specifications and will be subject to inspection and acceptance by the individual customers.

SECTION 2.0 – PRICING REQUIREMENTS & SCHEDULE

2.1 Pricing Schedule

2.1.1 Pricing Schedule Worksheets

See Pricing Attachment A.

2.1.2 Tax Excluded from Price

(a) Sales Tax: Wayne RESA and local units of government are exempt from sales tax for direct purchases. The contractor's prices must not include sales tax.

(b) Federal Excise Tax: Governmental entities may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the contractor's prices must not include the Federal Excise Tax.

2.1.3 The contractor agrees to provide pricing to Wayne RESA and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The contractor agrees to promptly lower the cost of any product purchased through Wayne RESA and its participating entities following a reduction in the manufacturer or publisher's direct cost. Price increases must be approved by Wayne RESA. However, the contractor must honor previous prices for thirty (30) days after approval and written notification from Wayne RESA if requested. If contractor has existing cooperative contracts in place, Wayne RESA requests equal or better than pricing to be submitted.

2.2 Administrative Fee

All pricing submitted to Wayne RESA and its participating entities shall include 2.0% remittance fee to be remitted to CoPro+ by the contractor on a quarterly basis. Administrative fees will be paid against actual sales volume for each quarter. It is the contractor's responsibility to keep all pricing up to date and on file with Wayne RESA/CoPro+. All price changes shall be presented to Wayne RESA for acceptance, using the same format as was accepted in the original contract.

SECTION 3.0 - TERMS AND CONDITIONS

1. Wayne RESA Rights & Responsibilities

Wayne RESA has the right to amend a bid by one or more written addendums. Wayne RESA is responsible only for that, which is expressly stated in the solicitation document and any authorized written addenda thereto. Each addendum shall be made available to each person or organization, which Wayne RESA records indicate has received a bid.

Should any such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal not being considered, as determined in the sole discretion of Wayne RESA. Wayne RESA is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

2. Conflict of Interest

No Wayne RESA employee or agent whose position in Wayne RESA enables him/her to influence the selection of a Supplier for this Solicitation, or any competing solicitation, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Supplier.

3. Gratuities

It is improper for any Wayne RESA officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the Master Agreement or that the Proposer's failure to provide such consideration may negatively affect Wayne RESA's consideration of the Proposer's submission.

A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a Wayne RESA officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Master Agreement.

4. Laws

4.1 General Authority

This Contract is governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of another jurisdiction to the extent not inconsistent with or preempted by federal law.

4.2 Compliance with Laws

The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the products and services.

4.3 Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, the Contractor consents to venue in Wayne County, Michigan, and irrevocably waives any objections to this venue that it may have, such as lack of personal jurisdiction or forum non-conveniens. The Contractor must appoint agents in the State of Michigan to receive service of process.

4.4 Nondiscrimination

In the performance of the Contract, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability. The Contractor further agrees that every subcontract entered into for the performance of this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

4.5 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., Wayne RESA must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. This information is compiled by the United States National Labor Relations Board. A Contractor of Wayne RESA, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, Wayne RESA may void any Contract if, after award of the Contract, the name of the Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of the Contractor appears in the register.

4.6 *Environmental Provision*

For the purposes of this section, "Hazardous Materials" include asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state, or local laws governing the protection of the public health, natural resources, or the environment:

(a) The Contractor must use, handle, store, dispose of, process, transport, and transfer any Hazardous Material according to all federal, State, and local laws. Wayne RESA must immediately advise the Contractor of the presence of any known Hazardous Material at the work site. If the Contractor encounters material reasonably believed to be Hazardous Material that may present a substantial danger, the Contractor must: (i) immediately stop all affected work; (ii) notify Wayne RESA; (iii) notify any entities required by law; and (iv) take appropriate health and safety precautions.

(b) Wayne RESA may issue a Stop Work Order if the material is a Hazardous Material that may present a substantial danger and the Hazardous Material was not brought to the site by the Contractor, or does not wholly or partially result from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials. Wayne RESA may remove the Hazardous Material, render it harmless, or terminate the affected work for Wayne RESA's convenience.

(c) If the Hazardous Material was brought to the site by the Contractor, or wholly or partially results from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to applicable laws.

The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the products and services.

4.7 *Freedom of Information*

This Contract and all information submitted to Wayne RESA by the Contractor is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

4.8 *Abusive Labor Practices*

The Contractor may not furnish any deliverable(s) that were produced fully or partially by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

“Forced or indentured child labor” means all work or service (1) exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or (2) performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.

5. General Provisions

5.1 Bankruptcy and Insolvency

Wayne RESA may, without prejudice to any other right or remedy, fully or partially terminate this contract and, at its option, take possession of the work-in-progress and finish the work-in-progress by whatever method Wayne RESA deems appropriate if:

- (a) the Contractor files for bankruptcy protection;
- (b) an involuntary petition is filed against the Contractor and not dismissed within 30 days;
- (c) the Contractor becomes insolvent or a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can provide the deliverable(s) under this contract.

Contractor will place appropriate notices or labels on the work-in-progress to indicate ownership by Wayne RESA. To the extent reasonably possible, work-in-progress must be stored separately from other stock and marked conspicuously with labels indicating Wayne RESA ownership.

5.2 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the solicitation and this Contract or the project to which it relates will not be made without prior approval by Wayne RESA, and only in accordance with the instructions from Wayne RESA.

5.3 Antitrust Assignment

The Contractor assigns to Wayne RESA any claim for overcharges resulting from county or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the contract.

5.4 Legal Effect

Wayne RESA is not liable for costs incurred by the Contractor or for payment(s) under this contract until the Contractor is authorized to perform under Section 1.3, Quotes/Order/Delivery/Inspection.

5.5 Entire Agreement

This contract constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral, with respect to the subject matter. All attachments referenced in this contract are incorporated in their entirety and form part of this contract.

5.6 Order of Precedence

Any inconsistency in the terms associated with this contract will be resolved by giving precedence to the terms in the following descending order:

- (a) Mandatory sections (Contract Term, Legal Effect, Insurance, Indemnification, Termination, Governing Law, Limitation of Liability):
- (b) The most recent Statement of Work related to this contract;
- (c) All sections from Section 4 - Terms and Conditions, not listed in subsection (a);
- (d) Any attachment or exhibit to the contract documents;
- (e) Any Purchase Order, Direct Voucher, or Procurement Card Order issued under the contract; and
- (f) Proposer Responses contained in any of the solicitation documents.

5.7 Headings

The captions and section headings used in this contract are for convenience only and may not be used to interpret the scope and intent of this contract.

5.8 Reformation and Severability

Each provision of the contract is severable from all other provisions of the contract. If any provision of this contract is held unenforceable, then the contract will be modified to reflect the parties' original intent. All remaining provisions of the contract remain in full force and effect.

5.9 Approval

Unless otherwise provided in this contract, approval(s) must be in writing and must not be unreasonably withheld or delayed.

5.10 No Waiver of Default

Failure by a party to insist upon strict adherence to any term of the contract does not waive that party's right to later insist upon strict adherence to that term, or any other term, of the contract.

5.11 Survival

The provisions of this contract that impose continuing obligations, including warranties, indemnification, and confidentiality, will survive the expiration or termination of this contract.

5.12 Electronic Payment Requirement

The Contractor must state if they are able to receive electronic fund transfer (EFT) payments.

5.13 Cooperation with Third Parties

The Contractor and its Subcontractors must cooperate with Wayne RESA and its agents and other contractors, including Wayne RESA's quality assurance personnel. The Contractor must provide reasonable access to its personnel, systems, and facilities related to the contract to the extent that access will not interfere with or jeopardize the safety or operation of the systems or facilities.

5.14 Relationship of the Parties

The relationship between Wayne RESA and Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor, or any of its subcontractors, is an employee, agent or servant of Wayne RESA. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors during the performance of the Contract.

5.15 Time of Performance

(a) The Contractor must immediately notify Wayne RESA upon becoming aware of any circumstances that may reasonably be expected to jeopardize the completion of any Deliverable(s) by the scheduled due dates in the latest Wayne RESA-approved delivery schedule and must inform Wayne RESA of the projected actual delivery date.

(b) If the Contractor believes that a delay in performance by Wayne RESA has caused or will cause the Contractor to be unable to perform its obligations according to specified contract time periods, the Contractor must immediately notify Wayne RESA and, to the extent practicable, continue to perform its obligations according to the contract time periods. The Contractor will not be in default for a delay in performance to the extent the delay is caused by Wayne RESA

5.16 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations that is caused by government regulations or requirements, power failure, electrical surges or current fluctuations, war, forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, acts or omissions of common carriers, fire, riots, civil disorders, labor disputes, embargoes, injunctions (provided the injunction was not issued as a result of any

fault or negligence of the party seeking to have its default or delay excused), or any other cause beyond the reasonable control of a party; provided the non-performing party and any Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. The non-performing party must promptly notify the other party immediately after the excusable failure occurs, and when it abates or ends. Both parties must use commercially reasonable efforts to resume performance.

If any of the reasons listed substantially prevent, hinder, or delay the Contractor's performance of the deliverable(s) for more than 10 days, and Wayne RESA reasonably determines that performance is not likely to be resumed within a period of time that is satisfactory to Wayne RESA, Wayne RESA may: (a) procure the affected deliverable(s) from an alternate source without liability for payment so long as the delay in performance continues; or (b) terminate any portion of the Contract so affected and equitably adjust charges payable to the Contractor to reflect those deliverable(s) that are terminated. Wayne RESA must pay for all deliverable(s) for which Final Acceptance has been granted before the termination date.

The Contractor will not have the right to any additional payments from Wayne RESA as a result of any Excusable Failure or to payments for deliverable(s) not provided as a result of the Excusable Failure. The Contractor will not be relieved of a default or delay caused by acts or omissions of its Subcontractors except to the extent that a Subcontractor experiences an Excusable Failure and the Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.

5.17 Retention of Records

(a) The Contractor must retain all financial and accounting records related to this Contract for a period of seven years after the Contractor performs any work under this contract (Audit Period).

(b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

5.18 Examination of Records

Wayne RESA, upon 10 days notice to the Contractor, may examine and copy any of the Contractor's records that relate to this contract. Wayne RESA does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this contract.

5.19 Audit Resolution

If necessary, the Contractor and Wayne RESA will meet to review any audit report promptly after its issuance. The Contractor must respond to each report in writing within 30 days after receiving the report, unless the report specifies a shorter response time. The Contractor and Wayne RESA must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

5.20 Errors

(a) If an audit reveals any financial errors in the records provided to Wayne RESA, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of the contract. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of the contract, whichever is earlier.

(b) In addition to other available remedies, if the difference between Wayne RESA's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable audit costs.

5.21 Disclosure of Litigation

(a) Within 30 days after receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of this Contract, the Contractor must disclose the following to the Contract Administrator:

- (i) A criminal Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors;
- (ii) A parole or probation proceeding;
- (iii) A proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors under the Sarbanes-Oxley Act; and
- (iv) A civil proceeding to which the Contractor (or, if the Contractor is aware, any Subcontractor) is a party, and which involves (A) a claim that might reasonably be expected to adversely affect the viability or financial stability of the Contractor or any Subcontractor; or (B) a claim or written allegation of

- fraud against the Contractor (or, if the Contractor is aware, any Subcontractor) by a governmental or public entity arising out of the Contractor's business dealings with governmental or public entities.
- (b) Information provided to Wayne RESA from the Contractor's publicly filed documents will satisfy the requirements of this Section.
- (c) If any proceeding that is disclosed to Wayne RESA or of which Wayne RESA otherwise becomes aware, during the term of this Contract, would cause a reasonable party to be concerned about:
- (i) the ability of the Contractor (or a Subcontractor) to continue to perform this Contract; or
 - (ii) whether the Contractor (or a Subcontractor) is engaged in conduct that is similar in nature to the conduct alleged in the Proceeding and would constitute a breach of this contract or a violation of federal or state law, regulations, or public policy, then the Contractor must provide Wayne RESA all requested reasonable assurances that the Contractor and its Subcontractors will be able to continue to perform this contract.

5.22 Other Disclosures

The Contractor must notify Wayne RESA Administrator within 30 days of:

- (a) becoming aware that a change in the Contractor's ownership or officers has occurred or is certain to occur; or
- (b) any changes to company affiliations.

5.23 CoPro+ Requirements

- (a) The Contractor will work with CoPro+ to ensure that all purchasers are members before extending the Contract pricing.
- (b) To the extent that CoPro+ Members purchase Deliverable(s) under this contract, the quantities of Deliverable(s) purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.
- (c) The Contractor must submit invoices to and receive payment from CoPro+ Members, Participating Entities, on a direct and individual basis.

5.24 Bid Protest Process

Bid protests are filed by Vendors because they seek to remedy a wrong, actual or perceived, which could inflict or has inflicted injury or hardship to their company as a result of some action taken by Wayne RESA during the solicitation process. Common reasons for Vendors filing a bid protest include:

- The Master Agreement was awarded to Vendor with higher prices.
- The Vendor proposal was rejected for invalid reasons.
- The Vendor awarded the resultant Master Agreement did not comply with solicitation specifications.

1. General Authority

Wayne RESA Administrator maintains the exclusive authority and responsibility to purchase and rent all materials, supplies and equipment, furnishings, fixtures and all other personal property for use by Wayne RESA departments, districts or agencies which are governed by Wayne RESA's Board.

2. Protest Procedure

Upon a determination of Vendor selection from a bid process, the Purchasing Agent will post a "Notice of Intent to Award" on Wayne RESA's bid website, and notify all solicitation participants of the intended award via email.

- A. Non-selected Vendors will have three (3) business days from the date the notice is posted to file a formal bid protest with Wayne RESA Administrator or the designee.
- B. The bid protest, which must be received by Wayne RESA Administrator or designee within the three (3) day period, shall be in writing, and include the specific facts, circumstances, reasons and/or basis for the protest. This written notice may be in the form of a letter, fax or email.
- C. Upon execution of the Master Agreement with the selected Vendor, Wayne RESA Administrator or designee will not take action on a bid protest, but a written response will be provided to the protesting Vendor.
- D. If a Vendor's bid protest is appropriately filed, Wayne RESA Administrator or designee may delay the award of the Master Agreement until the matter is resolved.
- E. Notwithstanding the foregoing, throughout the bid protest review process, Wayne RESA has no obligation to delay or otherwise postpone an award of a Master Agreement based on a bid protest. In all cases, Wayne RESA reserves the right to make an award when it is determined to be in the best interest of Wayne RESA to do so.
- F. Wayne RESA Administrator or designee will respond to all bid protests in a timely manner.

6. Insurance

6.1 Liability Insurance

For the purpose of this Section, "Wayne RESA" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

(a) The following apply to all insurance requirements:

- (i) Wayne RESA, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.
- (ii) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, Wayne RESA is entitled to coverage to the extent of the higher limits. The minimum limits of coverage specified are not intended, and may not be construed to limit any liability or indemnity of the Contractor to any indemnified party or other persons.

- (iii) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without Wayne RESA's approval, Wayne RESA may, after giving the Contractor at least 30-days notice, pay the premium or procure similar insurance coverage from another company or companies. Wayne RESA may deduct any part of the cost from any payment due the Contractor, or require the Contractor to pay that cost upon demand.
- (b) The Contractor must:
- (i) provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect Wayne RESA from claims that are alleged or may arise or result from the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.
 - (ii) waive all rights against Wayne RESA for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.
 - (iii) ensure that all insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by Wayne RESA
 - (iv) obtain insurance, unless Wayne RESA approves otherwise, from any insurer that has an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by Wayne RESA. All policies of insurance must be issued by companies that have been approved to do business in Wayne RESA
 - (v) maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three years following the termination of this Contract.
 - (vi) pay all deductibles.

6.2 Subcontractor Insurance Coverage

Except where Wayne RESA has approved a subcontract with other insurance provisions, the Contractor must require any Subcontractor to purchase and maintain the insurance coverage required in Section 6.1, Liability Insurance. Alternatively, the Contractor may include a Subcontractor under the Contractor's insurance on the coverage required in that Section. The failure of a Subcontractor to comply with insurance requirements does not limit the Contractor's liability or responsibility.

6.3 Certificates of Insurance and Other Requirements

Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that Wayne RESA and its agents, officers, and employees are listed as additional insured's under each commercial general liability and commercial automobile liability policy. The Contractor must provide Wayne RESA Administrator with all applicable certificates of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in Section 6.1, Liability Insurance. Each certificate must be on the standard "accord" form or equivalent and **MUST CONTAIN THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER**. Each certificate must be prepared and submitted by the insurer and must contain a provision indicating that the coverage afforded will not be cancelled, materially changed, or not renewed without 30 days prior notice, except for 10 days for nonpayment of premium, to Wayne RESA Administrator.

7. Indemnification

7.1 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend, and hold Wayne RESA harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor, any of its subcontractors, or by anyone else for whose acts any of them may be liable.

7.2 Employee Indemnification

In any claims against Wayne RESA, its departments, agencies, commissions, officers, employees, and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation will not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts, or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

7.3 Patent/Copyright Infringement Indemnification

(a) To the extent permitted by law, the Contractor must indemnify and hold Wayne RESA harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest, and penalties) resulting from any action threatened or brought against Wayne RESA to the

extent that the action is based on a claim that any piece of equipment, software, commodity, or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, infringes any United States patent, copyright, trademark or trade secret of any person or entity.

(b) If, in Wayne RESA's or the Contractor's opinion, any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, is likely to become the subject of an infringement claim, the Contractor must, at its expense: (i) procure for the State the right to continue using the equipment, software, commodity or service or, if this option is not reasonably available to the Contractor; (ii) replace or modify to Wayne RESA's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if this option is not reasonably available to Contractor; (iii) accept its return by Wayne RESA with appropriate credits to Wayne RESA against the Contractor's charges and reimburse Wayne RESA for any losses or costs incurred as a consequence of Wayne RESA ceasing its use and returning it.

(c) Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend Wayne RESA for, or to pay any costs, damages or attorneys' fees related to, any infringement claim based upon: (i) equipment, software, commodity or service developed based on written specifications of Wayne RESA; (ii) use of the equipment, software, or commodity in a configuration other than implemented or approved by the Contractor, including any modification of the same by Wayne RESA; or (iii) the combination, operation, or use of the equipment, software, or commodity with equipment, software, or commodities not supplied by the Contractor under this Contract.

7.4 Continuing Obligation

The Contractor's duty to indemnify continues in full force and effect, notwithstanding the expiration or early cancellation of the contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

7.5 Limitation of Liability

Neither the Contractor nor Wayne RESA is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this contract calling for liquidated damages; or to court costs or attorneys' fees awarded by a court in addition to damages after litigation based on this.

8. Warranties

8.1 *Warranties and Representations*

The Contractor represents and warrants:

- (a) It is capable of fulfilling and will fulfill all of its obligations under this contract. The performance of all obligations under this contract must be provided in a timely, professional, and workmanlike manner and must meet the performance and operational standards required under this contract.
- (b) The contract appendices, attachments, and exhibits identify the equipment, software, and services necessary for the Deliverable(s) to comply with the contract's requirements.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to Wayne RESA by Contractor or developed by the Contractor for this contract, and Contractor has all of the rights necessary to convey to Wayne RESA the ownership rights or licensed use, as applicable, of any Deliverable(s). None of the Deliverable(s) provided by Contractor to Wayne RESA, nor their use by Wayne RESA, will infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party.
- (d) If the Contractor procures any equipment, software, or other Deliverable(s) for Wayne RESA (including equipment, software, and other Deliverable(s) manufactured, re-marketed or otherwise sold by the Contractor or under the Contractor's name), then the Contractor must assign or otherwise transfer to Wayne RESA or its designees, or afford Wayne RESA the benefits of, any manufacturer's warranty for the Deliverable(s).
- (e) The contract signatory has the authority to enter into this contract on behalf of the Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any affiliates, nor any employee of either, has, will have, or will acquire, any interest that would conflict in any manner with the Contractor's performance of its duties and responsibilities to Wayne RESA or otherwise create an appearance of impropriety with respect to the award or performance of this contract. The Contractor must notify Wayne RESA about the nature of any conflict or appearance of impropriety within two days of learning about it.
- (h) Neither the Contractor nor any affiliates, nor any employee of either, has accepted or will accept anything of value based on an understanding that the actions of the Contractor, its affiliates, or its employees on behalf of Wayne RESA would be influenced. The Contractor must not attempt to influence any Wayne RESA employee by the direct or indirect offer of anything of value.

(i) Neither the Contractor nor any affiliates, nor any employee of either, has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Contractor or the affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(j) The Contractor arrived at its proposed prices independently, without communication or agreement with any other Proposer for the purpose of restricting competition. The Contractor did not knowingly disclose its quoted prices for this contract to any other Proposer before the award of the contract. The Contractor made no attempt to induce any other person or entity to submit or not submit a proposal for the purpose of restricting competition.

(k) All financial statements, reports, and other information furnished by the Contractor to Wayne RESA in connection with the award of this contract fairly and accurately represent the Contractor's business, properties, financial condition, and results of operations as of the respective dates covered by the financial statements, reports, or other information. There has been no material adverse change in the Contractor's business, properties, financial condition, or results of operation.

(l) All written information furnished to Wayne RESA by or for the Contractor in connection with the award of this contract is true, accurate, and complete, and contains no false statement of material fact nor omits any material fact that would make the submitted information misleading.

(m) It will immediately notify Wayne RESA Administrator if any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the contract is awarded.

8.2 *RESERVED*

8.3 *RESERVED*

8.4 *Warranty of Title*

The Contractor must convey good title to any Deliverable(s) provided to Wayne RESA. All Deliverable(s) provided by the Contractor must be delivered free from any security interest, lien, or encumbrance of which Wayne RESA, at the time of contracting, has no knowledge. Deliverable(s) provided by the Contractor must be delivered free of any rightful claim of infringement by any third person.

8.5 *Consequences for Breach*

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in Section 8, Warranties, the breach may be considered a material default.

9. *Contract Administration*

9.1 *Issuing Office*

This Contract is issued by Wayne RESA on behalf of all counties and local units of government. Wayne RESA Administrator or designee is the only entity authorized to modify the terms and conditions of this contract, including the prices and specifications. The Contract Administrator will be designated at the time of the contract award.

9.2 *Contract Administrator*

The Contract Administrator will monitor and coordinate contract activities on a day-to-day basis.

9.3 *Contract Changes*

(a) If Wayne RESA requests or directs the Contractor to provide any Deliverable(s) that the Contractor believes are outside the scope of the Contractor's responsibilities under the contract, the Contractor must notify Wayne RESA before performing the requested activities. If the Contractor fails to notify Wayne RESA, any activities performed will be considered in-scope and not entitled to additional compensation or time. If the Contractor begins work outside the scope of the contract and then ceases performing that work, the Contractor must, at the request of Wayne RESA, retract any out-of-scope work that would adversely affect the contract.

(b) Wayne RESA or the Contractor may propose changes to the contract. If the Contractor or Wayne RESA requests a change to the Deliverable(s) or if Wayne RESA requests additional Deliverable(s), the Contractor must provide a detailed outline of all work to be done, including tasks, timeframes, listing of key personnel assigned, estimated hours for each individual per Deliverable, and a complete and detailed cost justification. If the parties agree on the proposed change, Wayne RESA Administrator will prepare and issue a notice that describes the change, its effects on the Deliverable(s), and any affected components of the contract (Contract Change Notice).

(c) No proposed change may be performed until Wayne RESA issues a duly executed Contract Change Notice for the proposed change.

9.4 *Price Changes*

Prices quoted on all bids, are the maximum for a period of 365 days from the date the contract becomes effective. Requested changes may include increases or decreases in price and must be accompanied by supporting information indicating market support of proposed modifications (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics).

(a) Wayne RESA may request a review upon 30 days written notice that specifies what deliverable is being reviewed. At the review, each party may present supporting information including information created by, presented, or received from third parties.

(b) Following the presentation of supporting information, both parties will have 30 days to review the supporting information and prepare any written response.

(c) In the event the review reveals no need for modifications of any type, pricing will remain unchanged unless mutually agreed to by the parties. However, if the review reveals that changes may be recommended, both parties will negotiate in good faith for 30 days unless extended by mutual agreement of the parties.

(d) If the supporting information reveals a reduction in prices is necessary and Contractor agrees to reduce rates accordingly, then Wayne RESA may elect to exercise the next one-year option, if available.

(e) If the supporting information reveals a reduction in prices is necessary and the parties are unable to reach agreement, then Wayne RESA may eliminate all remaining contract renewal options.

(f) Any changes based on the review must be implemented through the issuance of a Contract Change Notice.

9.5 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless otherwise provided in this contract, the parties will not unreasonably delay, condition or withhold their consent, decision, or approval any time it is requested or reasonably required in order for the other party to perform its responsibilities under the contract.

9.6 Assignments

(a) Neither party may assign this contract, or assign or delegate any of its duties or obligations under the contract, to another party (whether by operation of law or otherwise), without the prior approval of the other party. Wayne RESA may, however, assign this contract to any other Wayne RESA, or local unit of government without the prior approval of the Contractor.

(b) If the Contractor intends to assign this contract or any of the Contractor's rights or duties under the contract, the Contractor must notify Wayne RESA and provide adequate information about the assignee at least 90 days before the proposed assignment or as otherwise provided by law or court order. Wayne RESA may withhold approval from proposed assignments, subcontracts, or novations if Wayne RESA determines, in its sole discretion, that the transfer of responsibility would decrease Wayne RESA's likelihood of receiving performance on the contract or Wayne RESA's ability to recover damages.

(c) If Wayne RESA permits an assignment of the Contractor's right to receive payments, the Contractor is not relieved of its responsibility to perform any of its contractual duties. All payments must continue to be made to one entity.

9.7 Criminal Background Checks

Supplier hereby certifies that any employees, subcontractors and volunteers of the Supplier who will have duties related to the contracted services; have passed a Wayne RESA criminal history background check if required.

10. Acceptance of Deliverables

10.1 Delivery Responsibilities

Unless otherwise specified by Wayne RESA, the following are applicable to all deliveries:

- (a) The Contractor is responsible for delivering the deliverable(s) by the applicable delivery date to the location(s) specified in the SOW or individual Purchase Order.
- (b) The Contractor must ship the deliverable(s) "F.O.B. Destination, within Government Premises."
- (c) Wayne RESA will examine all packages at the time of delivery. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at the time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.

10.2 Process for Acceptance of Deliverable(s)

Wayne RESA's review period for acceptance of the deliverable(s) is governed by the applicable Statement of Work, and if the Statement of Work does not specify Wayne RESA's review period, it is by default 30 days for a deliverable (Wayne RESA Review Period). Wayne RESA will notify the Contractor by the end of Wayne RESA Review Period that either:

- (a) the deliverable is accepted in the form delivered by the Contractor;
- (b) the deliverable is accepted, but noted deficiencies must be corrected; or
- (c) the deliverable is rejected along with notation of any deficiencies that must be corrected before acceptance of the deliverable.

If Wayne RESA delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Days resubmit the deliverable(s) with an explanation that demonstrates all corrections have been made to the original deliverable(s). The Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected deliverable from the Contractor, Wayne RESA will have a reasonable additional period of time, not to exceed 30 Days, to accept the corrected deliverable.

10.3 Acceptance of Deliverable(s)

- (a) Wayne RESA's obligation to comply with any Wayne RESA Review Period is conditioned on the timely delivery of the deliverable(s). Wayne RESA Review Period will begin on the first business day following Wayne RESA's receipt of the deliverable(s).
- (b) Wayne RESA may inspect the deliverable to confirm that all components have been delivered without material deficiencies. If Wayne RESA determines that the

deliverable or one of its components has material deficiencies, Wayne RESA may reject the deliverable without performing any further inspection or testing.

(c) Wayne RESA will only approve a deliverable after confirming that it conforms to and performs according to its specifications without material deficiency. Wayne RESA may, in its discretion, conditionally approve a deliverable that contains material deficiencies if Wayne RESA elects to permit the Contractor to correct those deficiencies post-approval. The Contractor remains responsible for working diligently to correct within a reasonable time at the Contractor's expense, all deficiencies in the deliverable that remain outstanding at the time of Wayne RESA approval.

(d) If, after three opportunities the Contractor is unable to correct all deficiencies, Wayne RESA may: (i) demand that the Contractor cure the failure and give the Contractor additional time to do so at the sole expense of the Contractor; (ii) keep the Contract in force and perform, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the Contract price plus an additional amount equal to 10% of Wayne RESA's cost to cure the deficiency; or (iii) fully or partially terminate the Contract for default by giving notice to the Contractor. Notwithstanding the foregoing, Wayne RESA cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat Wayne RESA Review Period that could reasonably have been discovered during a prior Wayne RESA Review Period.

(e) Wayne RESA, at any time and in its reasonable discretion, may reject the deliverable without notation of all deficiencies if the acceptance process reveals deficiencies in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable.

11. Stop Work Order & Termination

11.1 Stop Work Order

Wayne RESA may, by issuing a Stop Work Order, require that the Contractor fully or partially stop work for a period of up to 90 calendar days, and for any further period to which the parties agree. Upon receipt of the Stop Work Order, the Contractor must immediately take all reasonable steps to minimize incurring costs. Within the period of the Stop Work Order, Wayne RESA must either: (a) terminate the Stop Work Order; or (b) terminate the work covered by the Stop Work Order.

11.2 Termination of Stop Work Order

The Contractor must resume work if Wayne RESA terminates a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, if: (a) the Stop Work Order results in an increase in the time required for, or the Contractor's costs properly allocated to, the performance of the Contract; and (b) the Contractor asserts its right to an equitable adjustment within 20 days after the end of the Stop Work Order by submission of a request for adjustment to Wayne RESA; provided

that, Wayne RESA may receive and act upon the Contractor's request submitted at any time before final payment. Any adjustment will conform to the requirements of Section 9.3, Contract Changes.

11.3 Allowance of the Contractor's Costs

If Wayne RESA fully or partially terminates the work covered by the Stop Work Order, for reasons other than material breach, the termination is a termination for convenience under Section 11.6, Termination by Wayne RESA, and Wayne RESA will pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. Wayne RESA is not liable to the Contractor for lost profits because of a Stop Work Order issued under Section 11.1, Stop Work.

11.4 Notice and Right to Cure

If the Contractor breaches the Contract, and Wayne RESA, in its sole discretion, determines that the breach is curable, Wayne RESA will provide the Contractor notice of the breach and a period of at least 30 days to cure the breach. Wayne RESA does not need to provide notice or an opportunity to cure for successive or repeated breaches or if Wayne RESA determines, in its sole discretion, that a breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

11.5 Termination for Cause

(a) Wayne RESA may fully or partially terminate this Contract for cause by notifying the Contractor if the Contractor: (i) breaches any of its material duties or obligations (including a Chronic Failure to meet any SLA); or (ii) fails to cure a breach within the time period specified in a notice of breach provided by Wayne RESA

(b) The Contractor must pay all reasonable costs incurred by Wayne RESA in terminating this Contract for cause, including administrative costs, attorneys' fees and court costs, and any additional costs Wayne RESA incurs to procure the deliverable(s) from other sources. Re-procurement costs are not consequential, indirect, or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Deliverable(s).

(c) If Wayne RESA partially terminates this Contract for cause, any charges payable to the Contractor will be equitably adjusted to reflect those deliverable(s) that are terminated. Wayne RESA must pay for all deliverable(s) for which final acceptance has been granted before the termination date. Any services or related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If Wayne RESA terminates this Contract for cause and it is determined, for any reason, that the Contractor was not in breach of the Contract, the termination will be deemed to have been a termination under Section 11.6,

Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

11.6 Termination for Convenience

Wayne RESA may fully or partially terminate this Contract for its convenience if Wayne RESA determines that a termination is in Wayne RESA's best interest. Reasons for the termination are within the sole discretion of Wayne RESA and may include: (a) Wayne RESA no longer needs the deliverable(s) specified in this Contract; (b) a relocation of office, program changes, or changes in laws, rules, or regulations make the Deliverable(s) no longer practical or feasible for Wayne RESA; (c) unacceptable prices for Contract changes; or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any solicitation issued by Wayne RESA. Wayne RESA may terminate this Contract for its convenience by giving Contractor notice at least 30 days before the date of termination. If Wayne RESA chooses to terminate this Contract in part, any charges payable to the Contractor must be equitably adjusted to reflect those deliverable(s) that are terminated.

11.7 Termination for Criminal Conviction

Wayne RESA may terminate this Contract immediately and without further liability or penalty if the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor is convicted of a criminal offense related to a Wayne RESA, public, or private Contract or subcontract.

11.8 Rights and Obligations upon Termination

(a) If Wayne RESA terminates this Contract for any reason, the Contractor must:

- (i) stop all work as specified in the notice of termination;
- (ii) take any action that may be necessary, or that Wayne RESA may direct, to preserve and protect deliverable(s) or other Wayne RESA property in the Contractor's possession;
- (iii) return all materials and property provided directly or indirectly to the Contractor by any entity, agent, or employee of Wayne RESA;
- (iv) transfer title in and deliver to Wayne RESA, unless otherwise directed, all deliverable(s) intended to be transferred to Wayne RESA at the termination of the Contract (which will be provided to Wayne RESA on an "As-Is" basis except to the extent Wayne RESA compensated the Contractor for warranty services related to the materials);
- (v) to the maximum practical extent, take any action to mitigate and limit potential damages, including terminating or limiting subcontracts and outstanding orders for materials and supplies; and
- (vi) take all appropriate action to secure and maintain Wayne RESA information confidentially.

(b) If Wayne RESA terminates this Contract under Section 11.6, Termination for Convenience, Wayne RESA must pay the Contractor all charges due for deliverable(s) provided before the date of termination and, if applicable, as a separate item of payment, for work-in-progress, based on a percentage of completion determined by Wayne RESA. All completed or partially completed deliverable(s) prepared by the Contractor, at the option of Wayne RESA, become Wayne RESA's property, and the Contractor is entitled to receive equitable compensation for those deliverable(s). Regardless of the basis for the termination, Wayne RESA is not obligated to pay or otherwise compensate the Contractor for any lost expected future profits, costs, or expenses incurred with respect to deliverable(s) not actually completed.

(c) If Wayne RESA terminates this contract for any reason, Wayne RESA may assume, at its option, any subcontracts and agreements for deliverable(s), and may pursue completion of the deliverable(s) by replacement contract or as Wayne RESA deems expedient.

11.9 Reservation of Rights

In the event of any full or partial termination of this contract, each party reserves all rights or remedies otherwise available to the party.

11.10 Contractor Transition Responsibilities

If this Contract terminates under, Termination by Wayne RESA, the Contractor must make reasonable efforts to transition the performance of the work, including all applicable equipment, services, software, and leases, to Wayne RESA or a third party designated by Wayne RESA within a reasonable period of time that does not exceed 30 days from the date of termination. The Contractor must provide any required reports and documentation.

11.11 Termination by Contractor

If Wayne RESA breaches the contract and the Contractor, in its sole discretion, determines that the breach is curable, the Contractor will then provide Wayne RESA with notice of the breach and a time period (not less than 30 days) to cure the breach.

The Contractor may terminate this Contract if Wayne RESA: (a) materially breaches its obligation to pay the Contractor undisputed amounts due; (b) breaches its other obligations to an extent that

makes it impossible or commercially impractical for the Contractor to complete the deliverable(s); or (c) does not cure the breach within the time period specified in a notice of breach. The Contractor must discharge its obligations under Section 4.10, Dispute Resolution, before it terminates the contract.

ATTACHMENT A – PRICING

Contractor has been awarded an optional use contract to provide document storage solutions for local units of government and school districts within Wayne RESA, Michigan and surrounding areas. As a result of a competitive solicitation performed by Wayne RESA, municipalities and school districts have access to a pool of pre-qualified contractors available for document storage solutions. The vendors were competitively selected as having been qualified as defined during the Request for Proposals process. This contract enables public municipalities, non-profit organizations, and school districts to “piggyback” and purchase on an “as needed” basis from the contractors selected by this competitively awarded contract.

See Attachment A of Contractor’s proposal for pricing details.



Response to Request for Proposal for
Document Storage Solution

*Issued by Wayne RESA,
in partnership with the Michigan
Association of Counties (MAC) CoPro+ Program*

Proposal Response

*Request for Proposal (RFP)
RFP #WRESA-1222022-264-01*

*Due on Friday January 27, 2023 at 12:00PM
EST*



DOMA Technologies, LLC

841 Seahawk Circle, Virginia Beach, VA 23452
www.domaonline.com

Wayne DeAtley, SVP of Contracts | Authorized Negotiator/Signatory
757-306-4920 | wayne.deatley@domaonline.com

Kimberly Kola, Director of Growth
757-362-6952 | kimberly.kola@domaonline.com

This proposal includes data that must not be disclosed outside the Government and must not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this proposer as a result of-or in connection with-the submission of this data, the Government has the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all pages.

January 27, 2023

Steve Motz
Wayne RESA
purchasing@resa.net
(517) 648-0442

Re: Wayne RESA RFP #WRESA-1222022-264-01 – Document Storage Solution

Mr. Motz,

DOMA Technologies, LLC (DOMA), a privately held Small Disadvantaged business, respectfully submits our proposal for the Wayne RESA Document Storage Solution requirement.



With more than two decades of experience, our company has proven past performance in delivering technology-based solutions for secure document scanning and digitization, classifying and indexing, electronic access and storage, and full accountability and traceability of all captured data. Since 2000, DOMA has been supporting Federal agencies, City and State governments, K-12 Public School Systems, and traditional commercial customers. Through that experience, we have become subject matter experts within the business of document management and can engage with Wayne RESA stakeholders and participants to provide a comprehensive enterprise document management and storage solution for the automated capture and secure access of sensitive records.

OUR SOLUTION

DOMA has designed its own cloud-based Software as a Service (SaaS) application suite, the DOMA Experience (DX), to address a broad spectrum of requirements focused on document imaging, records management, workflow management, document classification, optical character recognition, document retrieval, document storage, and document delivery. We are well versed on the front-end digitization as well as the transfer of images and data in non-proprietary format to separate enterprise applications.



The proprietary solution is a SaaS solution architected on the Microsoft development platform and delivered through the Amazon Web Services (AWS) cloud framework. As a certified AWS partner, DOMA brings the unique expertise of 20 years of experience in software-based document management coupled with the infrastructure of the industry's most dominant cloud provider. DOMA on AWS gives our customers more elastic options to expand, integrate other applications, or scale up without significant cost impacts.

Additionally, DOMA is continually developed and enhanced by a dedicated staff within our IT and Software Development department. Software development work is never outsourced or performed offshore. All software development is performed by US citizens and U.S. based DOMA staff. DOMA utilizes a hybrid-agile software development life cycle (SDLC) with all software progressing through development, testing, staging, and production.

The DOMA application and all its related modules and web-deployed assemblies make use of .NET Web Services for handling application interoperability. They use the following Microsoft software including Microsoft .NET, Microsoft Windows Server, Microsoft Internet Information Services Server, and Microsoft SQL Server. This allows our security and internal validation systems to remain within our network while still giving application components the flexibility to communicate freely with our systems. Lastly, we use standard TLS 1.2 encryption for all transactions conducted by our web product and web services with multiple security services in place. Data integrity is always maintained, even in the (extremely) rare case of browser crashes or errors.

There are considerable specific advantages to DOMA's delivery model, including:

- **Cloud Based Delivery.** DOMA is committed to promoting secure solutions based in the cloud. We find that this improves flexibility in accessing data, promotes data security, and lowers the need for customers to provide additional hardware and related IT staff. Additionally, the cloud model lowers the total cost of ownership to support procurement decisions for agencies that are looking to modernize without the traditional cost of legacy software. DOMA will be leveraging the AWS GovCloud as the environment to support this project. AWS GovCloud (US) gives government customers the flexibility to architect secure cloud solutions that comply with the FedRAMP High baseline. From Controlled Unclassified Information (CUI), Personally Identifiable Information (PII), sensitive patient medical records, and financial data to law enforcement data, export-controlled data and other forms of CUI, AWS GovCloud (US) Regions can help customers address compliance at every stage of their cloud journey.
- **AWS Subject Matter Expertise.** As an Amazon Web Services (AWS) Select Consulting and Public Sector Partner, AWS Service Delivery Partner for Microsoft, and a VMC on AWS Competency Partner, DOMA has demonstrated expertise with the AWS cloud infrastructure, AWS migrations and third-party services. We currently maintain an AWS managed services infrastructure comprised of three-tier architecture using multiple availability zones following the AWS Well Architected framework for well over 250+ SaaS platform applications and clients nationwide.
- **Ease of Use and Continuity of Operations.** The DX platform is presented as a COTS solution with a custom feel. We want to drive immediate user adoption with a simple, easy to use interface that end-users can navigate. Lastly, given the recent COVID crisis, DX can support the secure access for remote employees for day-to-day collaboration to maintain continuity of operations regardless of the location of the physical work area. With an uncertain future, DX can provide greater flexibility with how customers can have access to data to continue mission critical business processes.
- **Multiple Integration and File Transfer Capabilities.** We can leverage multiple methods of ensuring digitized content and data can be sent either downstream to other applications or externally to authorized sources. The traditional method that we have employed in both federal and nonfederal environments to transfer and/or receive data includes Secure File Transfer Protocol (SFTP). DOMA maintains all source material, images, and image metadata for an agreed upon period and transmissions will be monitored to ensure all files have been successfully transmitted, received and verified. Additionally, we have developed a generic Representational State Transfer (REST) Application Program Interface (API) to

allow for documents/metadata to be added, updated, or removed from the system with real time responses and audit tracking. Lastly, images and data can be exported in a variety of file and data formats. Conventionally, all images will be in PDF Searchable file format, and the associated indexing values will be contained in a Comma-Separated Values (CSV) and in XML format.

- **Role Based Access.** Within DX, the customer defines the level of access for authorized users within the system. When logged into the application, users will either have approved or restricted access to documents and features all authenticated by the username. All functionality and access within application is based on four primary levels: group rights, user rights, folder rights, index rights. All system activity is tracked and logged in the reporting summaries and available for audit history and traceability. Actions can be traced back to system users for full compliance and accountability.
- **Encryption.** Federal and commercial systems are physically separated, and all customers have logically separated databases and file storage. Customer data is never co-mingled. All customer data and databases are encrypted with FIPS 140-2 approved AES encryption algorithms. DOMA Technologies encrypts all customer data at rest and in transit. DOMA uses encryption algorithms validated by FIPS PUB 140-2, a U.S. government computer security standard used to accredit cryptographic modules. Each customer has uniquely generated encryption keys. DOMA maintains these keys in an encrypted database that is not customer accessible, nor does it reside with customer databases. Transport Layer Security (TLS) v1.2 is used for encryption in transit.
- **Disaster Recovery.** DOMA has a living, (updated and tested annually), Disaster Recovery Plan. DOMA follows AWS Best Practices and has designed our infrastructure using proven design patterns and architectural options to provide a redundant and resilient infrastructure. All systems are deployed in multiple Availability Zones (“AZ”) and customer data is never located in a single AZ. AZs are clusters of distinct, physically separate data centers within a geographic region. Snapshot and Image based backup and replication processes are used to ensure recovery of operations in the event of a loss of an entire region. DOMA currently provides an RTO (Recovery Time Objective) of 24 hours, and an RPO (Recovery Point Objective) of 4 hours. DOMA supports customer applications within the US- East, and GovCloud (US) Regions.

We appreciate your time and consideration and look forward to working with Wayne RESA on this effort. If you require any additional information, please do not hesitate to contact me at 757-759-8034 or at wayne.deatley@domaonline.com.

Sincerely,

Wayne DeAtley
Senior Vice President of Contracts
DOMA Technologies, LLC

RFP #WRESA-12222022-264-01

REQUEST FOR PROPOSALS

FOR

Document Storage Solution

BID SUMMARY

Commodity/Service Being Requested: Document Storage Solution

Type of Solicitation: Request for Proposals (RFP) – Wayne RESA, in partnership with the Michigan Association of Counties (MAC) CoPro+ Program, is competitively bidding and awarding a Master Agreement to a contractor or contractors for a county-wide Document Repository Management System for consortium districts. Individual Districts or Districts/ISDs outside of the Consortium may elect to participate.

The following organizations have indicated their desire to participate in using the resulting contract and reserve the option to do so with the awarded proposer(s). Those marked with * have indicated their interest in a consortium/shared solution.

1. * Wayne RESA
2. * School District of the City of Wyandotte
3. * Dickinson-Iron ISD and ~~our~~ 6 LEAs within ISD
4. Crestwood School District
5. * Ionia County ISD
6. * Tuscola ISD
7. * Huron School District
8. * Livingston ESA
9. * Northwest Education Services
10. * Lincoln Park Public Schools
11. * Plymouth-Canton Community Schools
12. * Waverly Community Schools
13. * Dearborn Public Schools
14. Covenant House Academy Detroit
15. * Van Buren Public Schools
16. * Westwood Community School District
17. * Ingham ISD
18. Waverly Community Schools
19. * River Rouge School District
20. * Southgate Community Schools

The total student FTE count for the organizations is estimated at 81,801 and staff FTE count is estimated at 11,689.

Type of Resulting Contract: Statewide Cooperative Contract – As a result of this RFP, Wayne RESA will work with the Michigan Association of Counties CoPro+ program to market and extend the resulting contract to other public municipalities, non-profit organizations and schools statewide in having access to contract(s) for a Document Repository Management System. This contract will enable public municipalities, non-profit organizations, and schools to “piggyback” and purchase on an “as needed” basis from the supplier(s). Proposers shall identify any limitations on service areas within their proposal.

Resulting Contract Term: One (1) year with four (4) one-year renewal options.

RFP Schedule

Release of RFP:	Thursday, December 22, 2022
Pre Proposal Meeting:	Monday, January 9, 2023 @ 1:00PM ET
Vendor Question Due Date:	Wednesday, January 18, 2023
Questions and Answers Responses Posted:	Friday, January 20, 2023
Proposals Due by (12:00 P.M. EST) *:	Friday, January 27, 2023 at 12p.m.
Master Agreement Award Date:	March 2023

***Responses received later than the specified deadline will be disqualified.**

Wayne RESA reserves the right to change this schedule as needed and all information provided by Wayne RESA in this RFP is offered in good faith. Individual items are subject to change at any time. Wayne RESA makes no certification that any item is without error.

Document Storage Solution - Pre-Bid Meeting Details Time: Jan 9, 2023 01:00 PM Eastern Time	Join Zoom Meeting https://resa-net.zoom.us/j/89911060509 Meeting ID: 899 1106 0509 +1 312 626 6799,,89911060509# US (Chicago)
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The Sole Point of Contact During this Solicitation Process is:

Steve Motz
purchasing@resa.net
(517) 648-0442

Contacts with Wayne RESA Personnel: All contact with Wayne RESA regarding this RFP or any matter relating thereto must be sent to the following email: purchasing@resa.net

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Solicitation Terms and Conditions can be found at <https://www.resa.net/administrative-support/purchasing/request-for-proposal> as (DOC) [CoPro+ Contract Terms and Conditions](#)”

SECTION 1.0 – PROPOSER RESPONSES TO SCOPE OF WORK AND PRICING

1.1 Minimum Mandatory Requirements

All proposals will be reviewed for compliance with the mandatory requirements. Proposals deemed non-responsive will be eliminated from further consideration.

Interested and qualified proposers that can demonstrate their ability to successfully provide the goods and services requested under this RFP are invited to submit proposal(s), provided they meet the following requirements:

1. Proposer must have successfully implemented their proposed document storage solution for one comparable customer within the last three years.

Proposer will enter responses in the “Proposer Response” text boxes provided. There is no requirement or limitation on the amount of words used for responses.

Proposer Response:

DOMA is a Small Minority Owned business with over 22 years of experience delivering digital transformation services to Federal, State, and commercial customers across the country. The core of DOMA's business is the development of tailored document management solutions and services for our customers. DOMA has proven experience in delivering technology-based solutions that securely receive, ingest, store, and transmit paper files; providing digitization and digitalization of records; enabling data accessibility across organizations and expediting routine processes using innovative workflow automation capabilities. DOMA's practitioners are subject matter experts in secure document scanning and digitization, classifying and indexing, electronic access and storage, and full accountability and traceability of all captured data.

For this effort, DOMA proposes the use of the DOMA Experience (DX) platform, DOMA's secure cloud-based system that integrates document management and workflow automation into a single user-friendly system. DOMA's system has been successfully implemented at federal, state, local, and commercial organizations to securely receive, store, and transmit sensitive data including PII and PHI data. At a high level, the DX system offers:

- Ability to store and share documents via our cloud-based system, hosted in a FedRAMP authorized Amazon Web Services (AWS) environment
- Immediate access to records on a 24/7 basis, unlimited users
- High speed scanning and ingest capability with automated ICR/OCR/RPA indexing functions
- Complete audit trail of all documents, activities, and actions within the system
- Advanced Encryption Standard (AES) Transport Layer Security (TL) encryption for both data at rest and in motion

DOMA has a wealth of experience in implementing and providing DX for use by comparable customers across the country. Our deep federal, state, and local experience in securely storing and digitizing Personally Identifiable Information (PII) has provided us with a clear understanding of and adherence to strict security processes and controls around digitizing sensitive documents.

Experience examples with comparable customers include:

- Allegany County Public Schools

- Bedford County Public Schools
- Hampton City Public Schools
- Norfolk Public Schools
- Newport News Public Schools
- Rockbridge County Public Schools
- Stafford County Public Schools
- Suffolk Public Schools
- Portsmouth City Public Schools
- Williamsburg-James City County Public Schools
- Winchester Public Schools
- Wise County Public Schools
- Thomas Nelson Community College
- Norfolk State University
- Old Dominion University
- Eastern Virginia Medical School

Full details regarding selected references are provided in Section 2.0. The brief synopses below demonstrate DOMA's ability to meet and exceed the pass/fail requirement of this solicitation.

Newport News Public Schools (NNPS) – Document Storage, Data Migration, System Integration, Digitization, and Cooperative Contract Marketing:

NNPS employs over 4,600 individuals and educates 28,680 children in 42 schools. Our support of NNPS began with a successful implementation of our proposed solution, DX, within NNPS's Human Resources department. In addition, DOMA migrated the department's large volume of documents from their legacy electronic storage solution, digitized over 3 million paper records, and integrated our system with their departments business and financial applications. NNPS' satisfaction with the platform and program has resulted in expansion of our support to include standup of a separate Student Records site. To perform this work, NNPS issued a contract that included a cooperative purchasing clause, similar to this Wayne RESA effort. Since establishing this relationship with NNPS, DOMA has successfully marketed this cooperative purchasing contract to numerous school systems across the state of Virginia.

Williamsburg-James City Country Public Schools (WJCCPS) – Migration of Student Records from Laserfiche to DOMA's Highly Configurable DX:

Using the NNPS cooperative state contract, WJCCPS engaged DOMA to seamlessly migrate its student records from its legacy Laserfiche instance to DX, establishing a centralized and secure records management system for over 82,000 records.

Bedford County Public Schools (BCPS) – Support of a Highly Integrated and Paperless Student Record Environment:

DOMA configured a scalable, secure, cloud-based platform to provide a custom student record management platform for BCPS. Today, DX serves over 9,000 students across 19 schools and 2 center-based BCPS programs, and enables the efficient management of student records in a paperless environment. We leverage Secure File Transfer Protocol (SFTP) and Representational State Transfer (REST) Application Program Interfaces (API) to ensure the secure transfer of BCPS student records to other applications or externally to authorized sources including the BCPS virtual school program.

1.2 Services Period

Proposals shall include the opportunity for separate databases and data transition. Separate costs must be provided in Attachment A – Pricing Schedule of the proposal. This service is for the time period from **July 1, 2023, through June 30, 2024**. Multiple year proposals will be considered.

Price should be held valid for one year to any district purchasing through this bid award.

Award of this proposal is contingent upon the approval of funding from Wayne RESA Board of Education.

Electronic forms of all bid documents are available online at: Wayne RESA Bid Documents

Selected Suppliers may be required to make oral or other presentations. Failure of a Supplier to conduct a presentation on the date scheduled may result in rejection of the Supplier's proposal. In addition, Wayne RESA may decide to make site visits to the selected Suppliers' reference sites or other sites provided by the Supplier.

1.3 Requirements

Proposer shall complete the Features Specification Table in Section 1.3.1, indicating if their solution supports the requirement or does not support the requirement in each row by checking the corresponding table cell. For responses, indicating, “Supported”, Proposer shall provide comments demonstrating how they will meet/support the requirement. For responses, indicating, “Not Supported”, comments are optional.

1.3.1 Features Specifications

	Supported	Not Supported	Comments
1. Platform solution			
a. Vendor Hosted Solution			
i. Describe the location of repository	YES		DOMA proposes the use of our proprietary solution, the DOMA Experience (DX), as the document storage solution. DX is cloud-based and hosted in Amazon Web Services (AWS).
ii. Technical Specifications: Provide details here or attach a document from review.	YES		See Attachment 1 for details regarding DOMA's DX solution.
b. On Premise Solution			
i. Describe possible location of the repository		NO	DOMA's solution is hosted via the AWS cloud and is not offered as an on-premise solution.
ii. Technical Specifications: Provide details here or attach a document from review.		NO	DOMA's solution is hosted via the AWS cloud and is not offered as an on-premise solution.
c. End User Technical Specifications: Provide details here or attach a document from review.	YES		See Attachment 1 for details regarding DOMA's DX solution.
i. Scanner hardware compatibility	YES		DX is TWAIN & WIA compatible.
ii. Support for network attached multi-function copiers	YES		DX is TWAIN & WIA compatible.
d. Flexible Architecture for folders and files	YES		DX offers a flexible architecture for files and folders. Folders and files are organized in a hierarchical fashion. Upon customer onboarding, DOMA customizes the folder and file architecture, names, and other data in accordance with client specifications.

	Supported	Not Supported	Comments
e. Multi-tenant capable - allowing one entity to manage multiple instances belonging to affiliated organizations	YES		DOMA's solution can be deployed as a multi -tenant SaaS solution with fully segregated data in accordance with the requirements for each unique customer.

	Supported	Not Supported	Comments
2. Secure - Access Control & Monitoring - The following specifications seek to understand how the system provides login, data controls, audit logs and secure access to data.			
a. User Security			
i. Capable of Multi-Factor Authentication (MFA) or SSO	YES		DOMA's solution includes MFA capabilities. DOMA supports MFA using Google Authenticator as well as U.S. Federal smart cards (PIV and CAC). For clients who use Microsoft AD, DOMA can provide SSO capabilities.
ii. Log every action	YES		All system activity is tracked and logged so actions can always be traced back to system users for full compliance and accountability. All access to data is date and time stamped by user, enabling a full audit trail.
iii. Support of flexible security (granular, by page, permissions)	YES		Within DX, security is granular and highly customizable based on customer requirements. Access and permissions can be limited down to folder and document type.

	Supported	Not Supported	Comments
iv. Role / Permission User security "Granular rights Management"	YES		DX provides granular access controls by user group and also allows for the ability to adjust permissions individually. DOMA follows the principle of least privilege which limits user access rights to only what are required for business need. All functionality and access within the DOMA application is based on four primary levels: group rights, user rights, queue rights, index rights. A user group is created by granting permissions to perform certain functions within the application as well access to index values and documents within the application. Users are then added to the application and placed in the appropriate user groups. The user groups and specific users are granted access to designated queues and sub queues. There are five main functions assigned to each queue: add, edit, delete, view, and move and each one of these functions is enabled or disabled for each relevant user and group.
b. Backup option for local storage to be offline, off net		NO	DOMA's solution is a cloud-based solution which does not include local, offline storage. Please see item 2C for details on DOMA's cloud backup options.

	Supported	Not Supported	Comments
c. Backup option for cloud services	YES		<p>The DOMA DX application is designed following AWS Best Practices for a fully redundant infrastructure. Applications are deployed using multiple Availability Zones so that applications can withstand failures is a single AZ. An Availability Zone (AZ) is one or more discrete data centers with redundant power, networking, and connectivity in an AWS Region. Availability Zones are physically separated by a meaningful distance, many kilometers, from any other Availability Zone, although all are within 100 km (60 miles) of each other. Customer data and backups are replicated to geographically separated Regions designed to provide 99.99999999% durability and 99.99% availability of objects over a given year. Snapshots and backups are created daily and maintained for one year. Customer and application data are replicated to other geographical regions within AWS.</p> <p>As the DX application is fully redundant, we mitigate disasters encompassing the loss of a single AZ. Each tier of the infrastructure has a minimum of two instances, each in a different AZ. Depending on load, these instances can scale horizontally as needed to maintain application performance in the case of disaster.</p> <p>All data in the primary GovCloud East Region is replicated to the GovCloud West Region. This encompasses all digital records as well as application and database backups. This allows us to recover applications in minutes at the most up-to-date state in the event of a disaster in the primary region.</p>
d. Password policy options, if SSO not enabled	YES		<p>Password policies and requirements can be customized by customer to include specific requirements, such as the use of special characters, numbers, character lengths, etc.</p>

	Supported	Not Supported	Comments
e. Encryption options	YES		DOMA encrypts data both at rest (on the server) and when it is in transit. DOMA uses AES encryption algorithms that are validated by Federal Information Processing Standards (FIPS). DOMA uses the same approved methods of encryption in use by the Federal Government. For at rest encryption, DOMA uses AES encryption for storing custom field data within the application database and for file level encryption on all objects added to the application (images and file data). During transit, DOMA encrypts all traffic with Transport Layer Security (TLS 1.2).
f. Describe systems independent testing of security vulnerabilities. Please provide by which company/organization.	YES		Our people, processes and products are constantly in an audit-ready posture. Our software solutions undergo static and dynamic code analysis using solutions from Synopsys. Independent testing of security vulnerabilities are conducted on a continuous basis by Intruder.io. Our applications undergo continuous web application assessments, penetration testing and vulnerability assessment in response to emerging threats.

	Supported	Not Supported	Comments
3. Secure - Data Lifecycle Management - The following specifications seek to understand the system supports current storage, retention and destruction standards.			
a. Meets State of Michigan Record retention requirements (i.e., Flagging retention duration and compliance for destruction)	YES		DX includes an automated Retention Policy Enforcement workflow that automatically flags and destroys documents based on contractual requirements and state retention requirements.
b. Ability to freeze all documents for Legal hold	YES		DX provides the ability to freeze documents for legal holds. The process of applying a legal hold on a record is a very controlled administrative function. A retained record can be segregated from the main repository of records through the move function to a restricted folder with limited access. The folder only allows

	Supported	Not Supported	Comments
			access to authorized users and any activity surrounding the record is tracked, providing a full audit trail of all actions.
c. Ability to archive historical documents as "inactive"	YES		<p>In similar fashion to the process within the DOMA application of applying a legal hold on a record, content can be archived or marked "inactive". Content designated and tagged as "inactive" can be segregated from the main repository of records to a restricted folder with limited access. The folder only allows access to authorized users and any activity surrounding the record is tracked, providing a full audit trail of all actions.</p> <p>In either case, content can be archived manually or through an automated trigger based on business rules configured on a case by case basis.</p>
d. Describe standards of encryption supported in databases, systems, or applications.	YES		<p>DOMA employs FIPS certified encryption, utilizing AES, to meet HIPAA Privacy 164.312 Technical Safeguards. All communication between the DOMA application and user interaction is encrypted via Transport Layer Security Encryption (TLS v1.2). The DOMA application database is encrypted with AES encryption. Additionally, all images captured by the application are encrypted and stored with AES encryption. Electronic records are stored in DX until disposal is directed according to contract requirements. DOMA follows guidelines from NIST for all media sanitization and destruction procedures.</p>

	Supported	Not Supported	Comments
4. Secure - Data Ownership - The following specifications seek to understand data protection, privacy and ownership rights.			
a. Data is stored in compliance with CJIS standards	YES		As DX is used by a wide variety of customers (including criminal justice organizations), DOMA ensures all data is stored in compliance with CJIS standards.

	Supported	Not Supported	Comments
b. Data is stored in compliance with HIPAA standards	YES		DOMA employs FIPS certified encryption, utilizing AES, to meet HIPAA Privacy 164.312 Technical Safeguards.
c. Supports compliance with State and Federal Privacy Laws including but not limited to HIPPA, FERPA and Children's Online Privacy Protection Rule ("COPPA"), by ensuring only district authorized persons have access to Personally Identifiable Information (PII).	YES		Within DX, security is granular and highly customizable based on customer requirements. Access and permissions can be limited down to folder and document type. As DX is used by a wide variety of customers and specifically to process PII and PHI documentation and data, DOMA maintains compliance with all state and federal privacy laws.
d. Describe Personal Identifiable Information(PII) collected for people including teachers, staff, students, others.	YES		DX is used across numerous school districts and PII data is collected in accordance with specific customer requirements. Depending on the scope of the program, DX stores teacher, staff, student, and other sensitive data such as names, addresses, date of birth, etc. DX is highly customizable and can securely capture and store any metadata desired by the customer, regardless of sensitivity level.
e. Describe student data collected and the purpose.	YES		DX is used across numerous school districts and PII data is collected in accordance with specific customer requirements. Depending on the scope of the program, DX stores PII data provided by clients, including names, addresses, date of birth, etc. DOMA does not utilize this data for any other purpose other than to meet contractual and scope of work requirements for our customers. Typical usage of the data is to provide reporting, exports, dynamic form population, and other data analytics capabilities within our secure system.
f. Do you share student or staff data with any third party? If so, why?	YES		No data is shared with third parties unless explicitly requested by the contract.
g. Have you taken the Student Privacy Pledge (SPP)?		NO	DOMA has not yet taken the Student Privacy Pledge. However, we maintain a robust Privacy Policy – posted on the login page of our software – that encompasses the commitments outlined in the pledge. As our software is used by a large number of school systems and educational institutions to securely collect and store

	Supported	Not Supported	Comments
			student data, we ensure compliance with all safeguarding requirements and usage agreements for this data.
h. Data must be property of District and Export provided upon request with indexing	YES		Data collected within DX is the property of the respective customer and all data, including indexing and metadata, can be exported and provided to the customer upon request.
i. Do you have a hold harmless agreement (HHA) that you can provide in this response? Please include.	YES		DOMA addresses our Hold Harmless Agreement and Indemnification terms within our standard Terms of Service. Please see Attachment 2 for this information. This attachment also includes information regarding maintenance and warranties.
j. Do you notify your customers of changes in any of the above sections of Data Governance? If so, what is your method of notifications?	YES		Our contractual review team works with our compliance and operational teams to clearly identify mandated laws and regulations to make sure our teams are aware of new data governance requirements and enforce existing requirements for a specific project. Upon the contract award, an internal kickoff is scheduled with all internal departments to discuss governance and compliance concerns, as well as other project related matters. For any changes that impact our compliance with data governance requirements, our team notifies the identified customer point of contact via written communication.
k. How is student data stored, where (location) and how is it protected?	YES		Student data is stored in DX's secure database, hosted in the AWS Cloud. All data is encrypted with AES encryption before transmission, during transmission, and while at rest.
l. Explain the backup process: Are the backups encrypted in transit, who has access to backups, and if we discontinue business with your company, are backups of our data purged?	YES		Customer data and backups are replicated to geographically separated Regions designed to provide 99.99999999% durability and 99.99% availability of objects over a given year. Snapshots and backups are created daily and maintained for one year. Customer and application data are replicated to other geographical regions within AWS. All data is encrypted with AES encryption before transmission, during transmission, and while at rest.

	Supported	Not Supported	Comments
			<p>DOMA's team has access to backups and can provide access to authorized customer points of contact upon request.</p> <p>If an engagement with DOMA is discontinued, all data is returned to the customer and data is purged in accordance with customer requests and/or timelines dictated by contractual requirements.</p>

	Supported	Not Supported	Comments
5. Usable - Data Capture Controls - The following specifications seek to understand how the system efficiently enforces quality data capture.			
a. Searchable	YES		<p>DX uses a customer defined field index structure to describe documents. These index values electronically label documents and can be used to cross-reference and search documents within the application. Any images captured can be retrieved through two searching mechanisms; a basic search and an advanced search. The basic search is keyed off of one or more index values defined by the customer. The advanced search is keyed off of any of the index values used to scan and capture documents. The advanced search can be utilized with one index field or multiple index values depending on how specific the user needs to refine the document search. The values displayed by a search are defined by the customer during the site set up and can be changed by a user with appropriate access rights. Search results can be sorted by index column headers on the results screen. Search results can be exported to an excel spreadsheet. For efficiency and convenience, user defined searches can be saved as a link on the home page for repeated use without reselecting criteria. The database component of the search engine enables users to simultaneously search across multiple databases with a single query and retrieve documents</p>

	Supported	Not Supported	Comments
			<p>based on words, wildcards, or phrases contained in the text. The result is a unified hit list that appears to the user as if the query results came from a single source. This eliminates the need for several queries and results comparisons. Three search functions provided are:</p> <ul style="list-style-type: none"> • Basic Search – keyed off one or more index criteria • Advanced Search – ability to search off of multiple criteria with logic operators. • Saved Search – save frequent search criteria to the home page.
b. Describe system ability to edit/clean scanned documents	YES		<p>Using the DOMA Imaging Application (DIA) module within DX, users have the ability to edit and clean scanned documents. Examples of image quality improvement capabilities include:</p> <ul style="list-style-type: none"> • Add, Remove, Replace Pages within the document. • Rotate or re-order pages within the document. • Copy and paste pages within the document. • Automatically deskew binary images • Automatically remove small specks (despeckle) on binary images • Automatically remove heavy noise on binary images using median filter • Advanced adaptive, global, and simple thresholding to convert color and grayscale images to binary • Automatic border detection and removal of binary images • Automatically negate Images that are inverted • Detect blank pages • Remove specs of a defined size • Crop borders surrounding an image • Detect and remove elliptical hole punch artifacts

	Supported	Not Supported	Comments
c. Describe system ability to auto-file scanned documents	YES		DX can automatically file scanned documents using identified metadata, indexing data, or other custom fields. Based on customer requirements, we develop custom workflows to route and file documents that meet certain criteria in the appropriate folders.
d. Describe system ability to add comments/notes to documents	YES		DX offers the ability to add notes and comments to documents through a variety of different features. Users may make journal entries on each record, annotations on documents, or provide comments and notes through the use of custom fields.
e. Describe document level indexing and file/folder level indexing	YES		DX provides indexing through a variety of methods. Manual indexing can be performed by trained document technicians in accordance with customer requirements. However, to automate data entry activities, DOMA employs a proprietary, highly reliable, and accurate distributed keying capability for data entry and indexing activity. We use an OCR/ICR machine learning process to automate the extraction of metadata for the system. The automated process reduces the manual keystroking performed by assigned staff, which leads to improved accuracy, quality, and speed with which records can be processed.

	Supported	Not Supported	Comments
6. Usable - Localized Data - The following specifications seek to understand how the system allows for the flexible or localized data elements.			
a. File and document tagging	YES		DX allows authorized users to modify work queues as well as edit the Custom Field (indexing) meta data schema. Through the DX Administration Console, modifications to work queues and Custom Fields (indexing) can be done through user interface configuration with no new custom software development. The DX application is infinitely configurable allowing as many

	Supported	Not Supported	Comments
			metadata elements as needed to meet business requirements. Unique record types (document types) can be created with metadata requirements specific to each record type. Custom field metadata values can be assigned to one or many record types within the application to 'tag' the record. Saved searches can be configured to filter records tagged with specific metadata or keywords.
b. Describe ability to search and export documents with a shared tag or PII element	YES		Through our search functionality, DX users can obtain lists of all documents that meet certain criteria (such as specific tags, PII elements, and tags). Complete exports of all documents associated with this data can be performed by DOMA and provided to the customer upon request.

	Supported	Not Supported	Comments
7. Usable - Reporting / Redaction - The following specifications seek to understand how the system supports sharing of summary and detailed data.			
a. Easily view logs of every action including:	YES		DOMA maintains the audit trails on all documents, records and application use. Audit trails include, but are not limited to, authentication of users and actions, configuration changes, access times and attempts, data transfer and deletion, and event dates and times. Documents are always maintained in the original state as well as edited state and are retrievable. The application has an extensive versioning and history tracking capability to create a complete listing of all modifications made to a specific document or record. All initial documents are scanned and captured into the application as base version 1.0, with a time/date stamp. If a user has specific rights to perform the check-in/check-out function, the document is checked-out, modifications are made, and then the document is checked-in. The new version is marked as 2.0 and creates a full history of

	Supported	Not Supported	Comments
			<p>any prior versions allowing the user to always cross reference any additional versions with the original. This process is repeated for any continued document modifications.</p> <p>System logs are maintained to register unauthorized access attempts by date, time, and location. Additionally, the system maintains an audit trail of all security maintenance performed by date, time, User-ID, device and location and is readily available. The application maintains system logs of all access that occurs. The system has auditing capability for online or batch reporting that can be exported into Word, Excel and PDF formats.</p>
i. When a document was scanned or imported into the system (and by whom).	YES		Within the record's audit history, DX can capture the date, time, and user who scanned or imported the record into the system. This data can also be searched upon within our system.
ii. When and how a document was indexed, and/or reindexed (and by whom).	YES		Within the record's audit history, DX can capture the original values and any changes made to index fields for each record.
iii. If and when a document was moved from one data collection to another (and by whom).	YES		Within the record's audit history, DX can capture the date, time, and user who relocated each document within the repository.
iv. If and when a copy was printed or uploaded (and by whom).	YES		Within the record's audit history, DX can capture the date, time, and user who printed or uploaded a document.
v. Is there an ability to limit printing of documents and/or watermarks for secured document?	YES		Printing and watermarking of documents can be limited to user group via roles and permissions.
vi. Location / workstation the action was performed.	YES		Actions taken in the application are audited by the unique User ID. Correlating logs also record source IP Address of all actions within the user interface.
vii. If and when a document was viewed/accessed (and by whom).	YES		All system activity, including viewing and access of records, is tracked and logged in an audit trail and reporting summaries. Actions can be traced back to system users for full compliance, security, and accountability.

	Supported	Not Supported	Comments
viii. What searches were executed (and by whom), whether or whether not any documents were returned.	YES		Robust back-end audit tracking allows DX to capture the date, time, user, and content of executed searches.
b. Customized Reports: Audits, compliance view of data/transactions	YES		DOMA provides custom development of dashboards, reporting functions and audit trail logs to provide insight into user behavior. We build corresponding reporting schemas to provide robust, optimized, and hyper available reporting without adversely affecting processing performance. Our team is also well versed in building reporting and dashboard visualization suites on top of these database schemas leveraging a variety of business intelligence (BI) and visualization tools to include Business Objects, COGNOS, Logi Analytics, Power BI, Qlik, Google Charts, Pentaho, Tableau, and others.

	Supported	Not Supported	Comments
8. Usable - Data Integration - The following specifications seek to understand how the system supports data integrations and exports.			
c. Access integration with existing Student Information Systems and Financial systems (i.e. use a piece of information from SIS to pull up folder or reference in document repository – Student ID)	YES		DX's REST Application Programming Interface (APIs) ensure our system is easily configured to support interoperability and new interface requirements. Our team of SMEs have experience in developing and implementing APIs that provide real-time and secure two-way API integration between numerous external systems.
d. Application integration Student Information System (MISTAR-Q, Skyward, Illuminate, Powerschool, Edulink)	YES		
e. Application integration ERP (SMART, Frontline, Red Rover)	YES		
f. Application integration Other (Service Desk/Project Management - Jira, Slack, MS Teams)	YES		
g. Michigan Data Hub	YES		
h. Integration customization / creation process	YES		DOMA develops custom solutions to integrate third-party APIs that enable software solutions to seamlessly interface with other applications and systems. Because of the flexibility of the DOMA API, as well as the libraries that power the API and DX, we can design and implement custom endpoints quickly, giving our platform the ability to integrate with a wide range of third-party applications and services.

	Supported	Not Supported	Comments
			For any system and data integration requirements, DOMA will work with the customer to identify the targeted system for integration, obtain any existing API documentation, capture all details related to all data integration requirements, data mapping procedures, and develop/test a custom interface to ensure DX seamlessly integrates with other business systems.

	Supported	Not Supported	Comments
9. Usable - Data Relationship Mapping - The following specifications seek to understand any data object-relationship map available that supports conducting a data inventory.			
a. Describe documentation available to organize, catalog, and index documents and meta data	YES		DOMA uses automated document indexing to capture, label and organize digital documents to associate them with the appropriate source or field and allow for better visibility while searching or retrieving documents in the future. For example, we can index documents by student name, student date of birth, student address, or other key traits that can be stored and retrieved as needed later. By defining data and attaching specific tags to a digital document, we enable our customers to access their information in an easier and more organized way through searchable data and indexed custom fields.

	Supported	Not Supported	Comments
10. Trustworthy - Supporting Business Rules - The following specifications seek to understand how the system support district's documented business rules, workflow and processes.			
a. Describe ability to support workflow integrations	YES		A core feature of DOMA's DX is its workflow automation capabilities. We develop custom workflows augmented by complex automated processing to eliminate manual, time consuming, and error prone
b. Describe ability to customized business rules for workflows	YES		

	Supported	Not Supported	Comments
			routing of documents and completion of routine tasks. For each desired workflow, our team works closely with our customers to identify, document, and visualize each unique step in the workflow process. Upon completion of this business process analysis, our development team then creates develops these automated workflows within DX and ensures the client is able to test and validate that the workflow meets their custom business rules.

	Supported	Not Supported	Comments
11. Trustworthy - Data Repair - The following specifications seek to understand how the system allows correcting data with auditing/documentation/proof.			
a. Describe ability to repair/correct data and capture appropriate auditing documentation	YES		Within DX, DOMA can set rules for specific fields and data elements in accordance with customer requirements. For example, if a customer requires the capture of telephone numbers within a custom field in DX, we are able to establish rules that do not allow the use of letters, requires 10 digits, and flags any errors for review and correction. All changes are captured within the audit history.
b. Ability to review and correct bulk updates and imports.	YES		Bulk imports and uploads are permitted within the system. In addition, users can make changes to the fields of multiple records at once.

	Supported	Not Supported	Comments
12. Trustworthy - Data Restoration - The following specifications seek to understand how the system allows for restoration of incorrectly or improperly changed data.			

a. In the event of a data security breach, how quickly will you notify us- and what steps will you take?	YES		DOMA has a dedicated Incident Response Team (IRT) including and annually updated Incident Response Plan and associated procedures that includes preparation, detection and analysis, containment, eradication, and recovery processes. Our team will coordinate customer notification with the client in the event of an actual incident. All incidents involving customer data are immediately reported to the main customer point of contact and any security, privacy, or compliance points of contact designated for the customer. The DOMA IRT conducts bi-annual training exercises to test the ability to manage, respond to, mitigate and remediate the damage of a potential cyber-attacks.
b. Retention Schedule tagging	YES		Documents are stored in the application in accordance with the client's policies for data retention. Documents are only removed upon customer request, or a pre-determined end of retention period.

	Supported	Not Supported	Comments
13. Optional Services:			
a. Describe available Scanning Services for digitizing paper document stores.	YES		DOMA expertly provides on-site and off-site scanning services for student records and sensitive documents across Federal, State, and Local agencies and healthcare organizations. With large scale production facilities and access to high speed desktop, Exela/XDS high production, and large format scanners, DOMA can quickly and efficiently retrieve and digitize documents. We have significant experience in securely digitizing large volumes of records and incorporate security controls in each step of our processes, regardless of scanning location. Documents can be scanned into a variety of formats, including PDF, TIFF, and other industry standard formats for intermediary storage in the DOMA platform.

b. Describe available and included Training Services	YES	<p>DOMA offers customers comprehensive training for our software using a variety of modalities, including:</p> <ul style="list-style-type: none"> • Face to face (classroom setting) • Interactive, guided video offered through the website • Individual, self-paced instructional modules • Copies of documentation and training manuals <p>Additionally, the Help Desk provides training support in guiding users through the manual on an as-needed basis.</p>
c. Describe available and included Workflow creation services initially and ongoing.	YES	<p>DOMA DX allows for the creation of customizable workflows to include record control and record schedules based upon metadata criteria designated by our customers. These workflow tasks can be automated or ad hoc and can be predefined if needed.</p> <p>The DX application is infinitely configurable allowing as many metadata elements as needed to meet business requirements. Unique record types (document types) can be created with metadata requirements specific to each record type. Custom field metadata values can be assigned to one or many record types within the application.</p>
d. Describe available Secure form creation tools and process	YES	<p>DOMA offers secure and dynamic electronic form creation for a variety of use cases. For example, we work with customers to transform existing customer forms and create templates within DX. Once complete, users can create a new document within DX using this template and input data directly within our cloud-based system without needing to download the document to a local drive or another repository that does not offer the same level of security as DX.</p>

e. Describe available and included Data migration services	YES	<p>As part of our transition activities following implementation of our system, DOMA works with our customers to receive, load, and store existing records from legacy records management repositories if desired. DOMA has expertise in performing large scale migrations from other document management systems, such as Laserfiche.</p> <p>DOMA's applications are flexible and support various methods for migration of records in and out of our systems. From legacy file transfers via encrypted HDD to real-time secure and scalable API interfaces, we can handle migration of records from practically any platform.</p>
f. Describe support for capture and management of Digital Signatures	YES	<p>DOMA's DX platform provides a secure and central location for storing, organizing, maintaining, and digitally signing documents. Our digital signature capability in combination with automated workflows in DX streamlines the process of searching for signed documents or documents in need of a signature. Our solution allows documents to be securely stored, signed, and electronically available in seconds. DX offers digital signature functionality through a custom interface for sending and signing documents online that work with the appropriate Certificate Authorities to provide trusted digital certificates.</p>

1.3.2 Statewide Cooperative Contract

Wayne Resa is working with the Michigan Association of Counties CoPro+ program on this bid solicitation. If your bid meets the minimum qualifications, is responsive and responsible and offers competitive pricing you may be considered and approached to extend a term agreement and pricing to other public entities within the county, the region, and the state, in accordance with Michigan Compiled Laws 124.504. This process is called “piggybacking”; it offers tremendous value to public ordering entities regarding the cost and time to manage an end-to-end purchasing event. This process also offers exceptional value to selected vendors in terms of their company’s resources and time to respond to multiple solicitations from various public entities who have a similar need for their products or services.

All pricing submitted to Wayne RESA and its participating entities shall include a 2% administrative fee to be remitted to CoPro+ by the contractor on a quarterly basis. Administrative fees will be paid against actual sales volume for each quarter. It is the contractor’s responsibility to keep all pricing up to date and on file with Wayne RESA/CoPro+. All price changes shall be presented to Wayne RESA/CoPro+ for acceptance, using the same format as was accepted in the original contract.

Proposer Response:

Please confirm your understanding by checking Yes or No.

☒ Yes ☐ No

1.3.3 Solution Questions

The Proposer shall provide a summary that should describe the following:

- a) Key differentiators in service offerings, account management, and value-added services proposed by your company
- b) Your understanding of the scope of requirements and the level to which your proposal has met the requirements
- c) Your approach to meeting the requirements and a description of any services you are proposing to provide as part of your proposal.

Proposer Response:

A: Key differentiators in service offerings, account management, and value-added services proposed by your company

Since the formation of our company in 2000, digital transformation has been a core capability for DOMA. Our unique blend of technical and functional expertise has allowed us to evolve and mature our product and service offerings to provide innovative solutions for our customers. As our strategy has modernized, DOMA has remained centered on sound quality management operations, certified conversion and staff, and proven intelligent capture tools that can be targeted and tailored to specific jobs. With a company that is foundationally built on document management, everything we do and every decision we make is around the effective and efficient management of

content. We understand the value of data and our experience with a diverse set of customers has enabled DOMA to adopt procedures and policies for each unique market. Through that experience, we have become subject matter experts within the business of imaging operations to enable faster, more efficient search and retrieval of those documents. With our expertise, we help our customers use their newly captured digital content as a valuable first step to integrate with an enterprise data strategy, where both structured and unstructured data can be searched and analyzed.

Over our 22 years of experience, DOMA has developed several key capabilities.

- **Digital Transformation and Past Performance Experience.** DOMA has proven capabilities to handle large digitization requirements on a national scale. Our staff is trained to support the handling of highly sensitive material to protect Personally Identifiable Information (PII) and Personal Health Information (PHI).
- **DOMA Experience (DX) Software Platform.** Our cloud-based COTS DOMA Experience (DX) Software Platform offers a complete records management life cycle for distributed records ingestion, imaging, data capture, records management (physical and digital), and NARA compliant disposition schedules. We are well versed on the front-end digitization as well as the transfer of images and data in non-proprietary format to separate enterprise applications.
- **Multiple Integration and File Transfer Capabilities.** We can leverage multiple methods of ensuring digitized content and data can be sent either downstream to other applications or externally to authorized sources. The traditional method that we have employed in both federal and nonfederal environments to transfer and/or receive data includes Secure File Transfer Protocol (sFTP). DOMA maintains all source material, images, and image metadata for an agreed upon period and transmissions will be monitored to ensure all files have been successfully transmitted, received, and verified. Lastly, images and data can be exported in a variety of file and data formats. Conventionally, all images will be in PDF Searchable file format, and the associated indexing values will be contained in a Comma-Separated Values (CSV) and in XML format.
- **Scalable and Committed Resources.** DOMA currently has an extensive mix of full-time and part-time employees dedicated and assigned to various digital transformation projects and trained for secure document handling and safeguarding PII/PHI. All DOMA employees and contractors are required to complete cybersecurity and PII/PHI training upon hire and annually thereafter. HIPAA training is threaded throughout our PII/PHI training content with a focus on how to recognize PHI, proper uses and disclosures of PHI, how to keep PHI secure, and how to report a breach of PHI. Additionally, all employees and contractors are required to undergo a criminal background checks and drug testing prior to starting employment. Lastly, we focus on knowledge transfer through our successful cross training program that allows us to matrix other digital transformation resources in support of specific projects for short durations or to meet surge requirements.

b) Your understanding of the scope of requirements and the level to which your proposal has met the requirements

DOMA understands the scope of requirements outlined in the RFP. Our system meets all technical capability requirements, inclusive of all of unique Wayne RESA participant requirements. DX was designed to collect and securely store sensitive PII data and documents for a variety of customers. We can provide our system to be the primary document management system or simply the backend repository if desired. Furthermore, we have demonstrated our ability to meet all technical requirements specifically through our support of school systems and educational organizations over the last 20 years.

c) Your approach to meeting the requirements and a description of any services you are proposing to provide as part of your proposal.

DOMA DX: Our overarching solution for this Wayne RESA Document Storage requirement is our proprietary system, DX. Our system is used across over 100 Federal, state, local, and educational organizations for this exact purpose. DOMA's system was specifically developed to receive, transmit, and store highly sensitive data that includes Personally identifiable information (PII) and Protected Health Information (PHI). Security is embedded in every aspect of our development, enhancement, and implementation of the system, resulting in a highly configurable system that features fully segregated data, user authentication, and encryption (in accordance with Advanced Encryption Standard [AES] 256 standards). Our elastic computing capabilities ensure that DX can quickly scale (i.e. unlimited users and unlimited storage) based on the business requirements. Our system adapts to workload changes by automatically provisioning and de-provisioning computing resources, ensuring DX has the flexibility, resources, and power to manage surges in activity. We have experience in scaling operations for thousands of concurrent users at any given time. Features of the solution are shown in Attachment 1.

Annual subscription pricing for DX is provided using a tiered model to account for software and infrastructure costs required by user count. Storage pricing is provided as a separate line item to provide flexibility for program participants. Dedicated technical support is provided as a separate line item to ensure DOMA can scale this dedicated coverage as users and/or support requirements increase.

Professional Services and Training: DOMA has provided several separate line items within the Professional Services and Training costs sections to provide an ad hoc 'menu' for customers based on their unique needs. These items include:

- **Virtual software training.** Pricing is provided on a per session basis. Each session provides 2 hours of general or specialized software training for users. For unique training needs, DOMA will work with the requesting customer to establish a training plan and provide an LOE for the number of training sessions needed. For example, a custom and interactive training session may be needed with a specific user group and may require a full day of training. In this instance, DOMA may propose the purchase of 4 software training units at 2 hours each and will deliver the training over the course of a single 8-hour day.
- **Interface Development (low and high complexity).** At time of proposal submission, the number of interfaces required is unknown. Once identified, DOMA will work with the customer to determine if the interface development complexity is low or high. Low complexity is typically used for integrations where there is already an established and well documented API for the target system, while high complexity may reflect a target system that does not have any documentation or an established API.
- **Automated Workflow Creation.** DOMA understands that not all participants may require this feature. If desired, DOMA's development and analyst team will work with the participant to identify and document the business process and develop the associated automated workflow within our system.
- **Secure Form Creation.** DOMA understands that not all participants may require this feature. If desired, DOMA's development and analyst team will work with the participant to develop (or modify existing) forms, document desired indexing and metadata capture, and implement the capability within our system.
- **Standard Bulk Exports.** Standard bulk exports are priced on a per terabyte basis and may be requested at any time for a selected group of documents/document types or for all documents within the system.
- **Digital Signature Capability.** DOMA understands that this is an optional requirement and not all participants may require this feature. If desired, DOMA's development and analyst team will work with the participant to identify, document, and implement the digital signature workflow. The proposed price is inclusive of up to 500 signatures per month.
- **Intelligent Character Recognition.** Offered on a per image (or per page) basis, DOMA can provide ICR capabilities to recognize text within documents for maximized searchability and use by Wayne RESA participants.

- **Custom Development and Enhancements.** Offered as an hourly development rate, this option is provided for participants who may require additional development support to customize and/or create new features for their particular use case. Total price and available discounts are calculated following a review of project scope and requirements and development of a level of effort. Prior to beginning work on any custom development or enhancements, DOMA will provide a formalized proposal outlining the scope and associated costs and will begin work upon issuance of a change order.

Data Transition: DOMA understands that participants may already use legacy document management systems and will require transition to DX. We have a wealth of expertise in performing these migrations and have offered transition costs on a per terabyte basis.

Upon receipt of each participants unique requirements via the RFQ process, DOMA will utilize these proposed prices and options to develop a customized quote that is tailored to the participants business needs. Our team will also provide a notional timeline for implementation and will work closely with the participant upon award to rapidly implement these capabilities.

While not required for the contemplated effort, scanning and digitization is a core capability for DOMA. If desired, DOMA can provide pricing for digitization efforts upon review of unique requirements and scopes of work.

1.3.4 Comprehensive List of Assumptions Rather than have assumptions be scattered throughout the proposal, Wayne RESA requires that all assumptions be listed and explained in this section. Please ensure that all assumptions listed reference the appropriate section of the RFP and/or associated services.

Proposer Response:

- In accordance with RFP Section 1.8, Wayne RESA participants will issue individual Requests for Quotes (RFQs) with detailed specifications. These requests may result in tailored quotes from DOMA that offer discounts from proposed pricing based on each participant's unique use case.
- All proposed pricing is based on use of DOMA's proprietary SaaS solution hosted in a multi-tenant AWS environment.
- All proposed pricing is inclusive of the 2% administrative fee as required by the RFP.
- Storage costs are proposed per terabyte of storage on a monthly basis. If the storage limit is exceeded for 3 consecutive months, DOMA will automatically add an additional terabyte of storage at the proposed monthly rate for the remaining duration of the order.
- Support costs are proposed on a monthly basis by ticket volume. If the volume of support tickets is exceeded for 3 consecutive months, DOMA will automatically add an additional block of support costs at the proposed monthly rate for the remaining duration of the order.
- While not required for the contemplated effort, scanning and digitization is a core capability for DOMA. If desired, DOMA can provide pricing for digitization efforts upon review of unique requirements and scopes of work.

1.4 Production Specifications

1.4.1 Reservation of Rights

All products being bid shall be certified as new and unused. Please bid the product lines of nationally recognized manufacturers. However, the Wayne RESA will evaluate the merits of all bids submitted and reserves the right, in its sole and absolute discretion, to accept or reject, in whole or in part, any or all bids or

portions of bids with or without cause. Wayne RESA further reserves the right to waive any irregularity or informality in the RFP process or any bid, and the right to award to one or multiple vendors. Wayne RESA reserves the right to add or delete products from the bid, extend agreements, or change vendors, in order to best serve the eligible agencies. These changes will follow approved bidding laws. Wayne RESA may use the individual product cost, or the sum of groups of products, may group similar products, and/or total cost of ownership, to evaluate prices and award bids. Wayne RESA reserves the right to request additional information from any or all Proposers. Wayne RESA also reserves the right to select one or more vendors to award a contract to under this RFP. In the event a bid is accepted by Wayne RESA and the vendor asserts exceptions, special considerations or conditions after acceptance, Wayne RESA, in its sole and absolute discretion, reserves the right to reject the bid and award other Proposer(s).

1.4.2 Competition Promoted

The name of a model, manufacturer or brand in Wayne RESA bid documents shall not be considered as exclusive of other brands unless "NO SUBSTITUTE" is stated in the item description. Proposers may offer a variety of brands and models, as it is the intent of Wayne RESA to provide a multitude of options to the eligible agencies. Wayne RESA expects all supplies, materials, equipment or products bid to meet or exceed the specifications set forth in this RFP. Further, it is Wayne RESA's intent that this RFP permit competition. Accordingly, the use of any patent, proprietary name or manufacturer's name is for demonstrative purposes only and is not intended to curtail competition. Whenever any supplies, materials, equipment or products requested in this RFP are specified by patent, proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words "or comparable equivalent," whether or not such words appear. Wayne RESA, in its sole and absolute discretion, shall have the right to determine if the proposed equivalent products/brands submitted by Proposer meet the specifications contained in this RFP and possess equivalent and/or better qualities. It is the Proposer's responsibility to notify Wayne RESA in writing if any specifications or suggested comparable equivalent products/brands require clarification by Wayne RESA prior to the due date for bids.

Proposer Response:

Please confirm your understanding by checking Yes or No.

☒ Yes
 ☐ No

1.5 Product Specifications

All products furnished must be in conformity with the participating agency requirements and specifications and will be subject to inspection and acceptance by the individual customers at delivery. The right is reserved to reject and return at the risk and expense of the vendor.

Proposer Response:

Please confirm your understanding by checking Yes or No.

☒ Yes
 ☐ No

1.6 Service Capabilities

1.6.1 Communication Plan/Contract Management

Proposers shall identify their company standards of communication as they relate to contract performance, issue management, and change management. An issue is an identified event that, if not addressed, may affect schedule, scope, service, delivery, quality, or budget. A change is identified as a change in corporate leadership, structure, merger or acquisition.

Proposer Response:

Communication is a foundation of our management approach that enables us to align our efforts with customer direction and priorities. We understand the value in daily, consistent communications with our customers to ensure satisfaction and quality services. DOMA's communications plan will define points of contact and methods of communication to ensure that we communicate with customer stakeholders effectively and are able to continuously monitor our performance and any issues or concerns. Our communications plan focuses on open discussion and feedback regarding meeting cost, schedule, quality of service, and overall customer satisfaction.

Upon award, DOMA will identify a dedicated Project Manager to serve as the primary point of contact for Wayne RESA and participant stakeholders. The PM, along with the representatives outlined in Section 1.6.2, will maintain connections with their customer counterparts through informal (face-to-face, phone, or email) and formal means. Our Project Manager will maintain open communications to identify potential concerns on a day-to-day basis. At a minimum, they will consider reported metrics, staffing levels and gaps, capacity and surge changes, and performance feedback when monitoring for risks.

Full details regarding our project management approach, along with approach to recognizing and communicating issues and changes, are provided in Section 1.10.

1.6.2 Primary Account Representative

Proposers must identify by name and location the primary account representatives who will be responsible for the performance of a resulting contract, as well as contact persons for reports and bid documents.

Proposer Response:

DOMA's primary account representatives who will be responsible for the performance of a resulting contract are:

1. Contractual:
 - a. Wayne DeAtley, Senior Vice President of Contracts
 - b. Located in Virginia Beach, Virginia.
 - c. Phone: 757-759-8034
 - d. Email: wayne.deatley@domaonline.com
2. Operational:
 - a. Chris Hutcheson, Chief Operating Officer
 - b. Located in Virginia Beach, Virginia
 - c. Phone: 757-630-5510
 - d. Email: chris.hutcheson@domaonline.com
3. Technical
 - a. Chandler Pitcher, Chief Information Security Officer
 - b. Located in Virginia Beach, Virginia
 - c. Phone: 757-362-6952

d. Email: chandler.pitcher@domaonline.com

Contact for reports and bid documents:

4. Kim Kola, Director of Sales Operations

a. Phone: 757-362-6952

b. Email: Kimberly.kola@domaonline.com

1.7 Customer Service

It is preferred that the Vendor have an accessible customer service department with an individual specifically assigned to Wayne RESA. Customer inquiries should be responded to with forty-eight (48) hours or two (2) business days unless it is an emergency issue. Describe your company's Customer Service Department (hours of operation, number and location of service centers, regular and emergency response times, etc.).

Proposer Response:

As DX is DOMA's proprietary system, our team provides dedicated technical support for users of the system over the life of the contract. In addition to the training described above, DOMA will provide a dedicated support team to provide technical assistance directly related to the operation and functions of the system in accordance with our standard procedures. Our support team will provide supplemental training as required or help with specific use cases to ensure users are able to access and transfer its documents at any time. If there are any specific technical issues with the program, there are three severity levels of support, defined as follows:

- Level 1 - This is support provided by the DOMA Help Desk when it receives a support request. This represents generalist support. If this level of support cannot resolve the problem, the support request is transferred to DOMA's Level 2 support, which is the infrastructure support team.
- Level 2 - This is support provided by an infrastructure support or subject matter specialist. This level of support does not perform software code modifications to resolve the problem. Operational issues will be resolved at this level. If resolution requires code modification, the support request is escalated to DOMA's Level 3 support team.
- Level 3 - This is support provided by a DOMA application developer. This level of support performs software code modifications if required to resolve the problem.

Contacting support is available via the DX application beacon and email. Standard support is available during business hours, M-F 8AM – 5PM ET. Afterhours calls are forwarded to on-call technicians who will respond within the appropriate time frame defined by the service agreement.

DOMA's severity definitions and response times are detailed below.

- Critical: The program is unusable. Data is corrupted or system hangs during normal operations. The error severely impacts customer operations. Response time: 1 hour. Estimated Correction Time: Best efforts to resolve the problem within 24 hours.
- Major: An important function is not available. Data is not corrupted, but the Customer is unable to accomplish tasks. The error severely restricts customer operations. Response time: 3 hours. Estimated Correction Time: Best efforts to resolve the problem within 2 business days.
- Minor: The program does not perform the task in a proper, orderly manner. The customer's productivity is not seriously affected. Response time: 8 hours. Estimated Correction Time: Best efforts to resolve the problem within 4 business days.

- Very minor: No significant impact to program functions. The Customer can circumvent the issue with a slight loss of productivity. Response time: 24 hours. Estimated Correction Time: Best efforts to resolve the problem within 6 business days.
- Cosmetic: (Graphical user interface GUI, misspellings, etc.....). No loss of productivity. Response time: 48 hours. Estimated Correction Time: Best efforts to resolve the problem within 14 business days.

1.8 Purchase Orders

Requests for quotes will be initiated by participating agencies as specific needs arise. Participating agencies will issue individual detailed specifications to the pre-qualified vendor pool along with specific response information required, deliverables, and any special terms and conditions. The vendors will respond directly to the requesting agency within the timeframe specified in the request for quote. The participating agency will evaluate the responses and determine the vendor that will be awarded a purchase order (PO). Resulting orders are to be shipped and billed directly to these institutions.

Proposer Response:

Please confirm your understanding by checking Yes or No.

☒ Yes
 ☐ No

1.9 Delivery and Acceptance

Proposer should address the following items and costs in their proposal and other items/costs that they are aware of that may not have been requested in this bid.

- All pricing must reflect net 30 payment terms.
- Ordering/customer service capabilities and procedures.
- Policies and procedures for an organization accepting product/service.

Proposer Response:

All pricing must reflect net 30 payment terms.

DOMA's proposed pricing reflects Net 30 payment terms.

Ordering/customer service capabilities and procedures.

For ordering, please contact contracts@domaonline.com.

For customer service, please reference our response to Section 1.7 Customer Service.

Policies and procedures for an organization accepting product/service.

Please reference our response to Section 1.10, Management and Staff, specifically "Project Management of the Contract"

Proposer Response:

Please confirm your understanding by checking Yes or No.

☒ Yes
 ☐ No

1.10 Management and Staff

Proposer should address the following items in their proposal.

- Project Management of the contract.
- Staffing and responsibilities.
- Process and procedures to keep safe and secure facilities when delivering products/services.
- Background checks process, depending on the facility ordering the product/services a more restrictive background check may be required.

Proposer Response:

Project Management of the contract.

DOMA has a clear understanding of the technical and functional requirements of this requirement. We understand that a project of this size and scope requires the management of an experienced Program Manager backed by mature management methodologies and processes. DOMA is positioned to meet and exceed the requirements of this project by utilizing our focused, mature management approach while leveraging the expertise of our seasoned contract leadership. DOMA will provide dedicated Program Management in support of the overarching requirement, supported by a highly experienced project team. Our Program Manager will serve as the primary customer liaison with complete oversight and process authority on the program. The Program Manager will be entrusted with the authority and responsibility of contract cost oversight, contract performance, schedule development, schedule execution, and the successful completion of all tasks defined in the Project Plan. In addition, the Program Manager will provide administrative support for briefings and meetings as required.

Our team offers a robust management infrastructure that facilitates coordination and communication between DOMA and Wayne County clients. The PM will serve as the customer's primary point of contact and the DOMA focal point for this program, keeping all stakeholders fully informed both verbally and in writing through in-progress reviews. The PM has total responsibility for program execution and decisions and has the resources necessary to successfully complete program-related activities.

The PM's areas of responsibility include:

- Schedule – deliverables are completed on schedule
- Performance – Actual performance meets or exceeds contract requirements
- Quality – deliverables are reviewed and verified to ensure consistency and the desired level of quality
- Regulatory – all required statutory and regulatory conditions are being met
- Reporting – regular and timely reporting of project progress
- Risk – proactively manage project risk by immediately identifying issues and implementing corrections
- Change – manage changes to the project within established cost, schedule and performance parameters

DOMA will clearly define all aspects of our technical approach, organizational resources, and management controls in our Project Plan. Our standard Project Plan will be specifically tailored for each separate engagement and will include processes to manage and control daily operations and manage non-routine tasks. Rooted in Project Management Body of Knowledge (PMBOK) principles, this plan will provide procedures for the PM to initiate, manage, track, and report on project status. Procedures related to management roles, responsibilities, and

task status will be included in the Project Plan along with descriptions of duties and responsibilities. Elements in the Project Plan include:

- Project organization charts that show the reporting relationships and the defined role of each team member
- Quality Control Plan (QCP)
- Integrated program schedule to include all projects and tasks with assigned resources
- Robust communications plan
- Project performance standards
- Plan for internal performance assessments to provide high-quality service consistently
- Processes to identify and resolve issues
- Plan for Integrated Project Reviews
- Product and/or Service Acceptance

The primary goal for the development of a comprehensive Project Plan is to lay the groundwork for a seamless assumption and continuous operation of program responsibilities. Based on our already established software platform, IT infrastructure and staff, and relevant experience, DOMA is confident in our ability to quickly implement Document Storage Solutions for new clients.

Staffing and responsibilities.

Upon contract award, DOMA will identify a dedicated and experience Project Manager to support program participants and stakeholders. The duties and responsibilities of the Project Manager are provided within the previous section.

In addition to the Project Manger's own experience, DOMA will ensure key members of our development and digital operations team are available to directly support the Project Manager and provide hands-on support for customer requirements. These key members of our team are outlined below.

Chandler Pitcher – DOMA's Chief Information Officer

Mr. Pitcher is responsible for assuring the successful execution of DOMA's vision through development and deployment of our cloud-based technology. He has expertly provided vision and leadership for development and implementation of our secure cloud-based document management and storage solutions and security programs for over 20 years at DOMA. He leads planning and implementing secure enterprise IT systems in support of business operations to improve cost effectiveness for DOMA customers, research and development (R&D) initiatives, and monitoring technology and social trends that could impact the company. His experience and qualifications include a cadre of education and certification achievements, including:

- Bachelor of Science in Computer Information Systems
- AWS Certified Cloud Practitioner
- AWS Certified Solutions Architect – Professional
- AWS Certified Solutions Architect – Associate
- Certified Information Systems Security Professional (CISSP)
- CompTIA Certified Document Imaging Architect (CDIA+)
- Microsoft Certified Azure Fundamentals
- Microsoft Certified Professional Systems Engineer
- Microsoft Certified Professional
- Certification in Control Self-Assessment (CCSA) 4.1
- Certified Novell Administrator
- Certified Security Administrator
- Certified Security Engineer
- Certified CISSP Preparation

- VA Information Security Awareness training via the Department of Veterans Affairs
- VA Privacy Awareness training via the Department of Veterans Affairs
- ITIL 4 Foundation

Mr. Pitcher will be instrumental in the implementation of our DX solution to program participants. He will directly support the analysis of requirements and configuration of the system infrastructure to ensure maximum scalability for the program. He will oversee and maintain our system's security posture and ensure DOMA remains compliant with all updated security guidance and requirements.

Darren Johnson – DOMA's Director of Software Development

Mr. Johnson has been a key member of the DOMA software development team since 2010. He is the original developer of the DX solution and has led DOMA's software development team as they continue to design, develop, and implement new custom software solutions and capabilities for large-scale document conversion and management. He is responsible for oversight of all internally developed software and ensures that it is maintained according to the user defined requirements. Currently, Mr. Johnson provides management of all software development personnel and is tasked with design, development, life cycle maintenance, and performance for all DOMA web-based applications for 200+ individual clients, and thousands of end users for Federal, State, and commercial customers across the country. In addition to this wealth of experience, Mr. Johnson maintains the following educational and training achievements:

- Bachelor of Science in Computer Science
- Information Security Awareness training via the Department of Veterans Affairs
- VA Privacy Awareness training via the Department of Veterans Affairs

Mr. Johnson will be a highly valuable resource for participants as he will continue to provide his unparalleled expertise to design and lead development of new and enhanced capabilities based on customer requirements.

Cristina Burmeister – DOMA's Digital Operations and Account Management Lead

Ms. Burmeister has served as a trusted account manager and point of contact for DOMA's state, local, and education software customers for over 9 years. She is a major asset in DOMA's ability to deliver successful customized document and student record management solutions. In her role, she works closely with our customer to define and develop a thorough understanding of contract requirements focusing on customer expectations and communication with key contributors and stakeholders. She performs initial setup and configuration of the DOMA DX platform with the designated customer points of contact to configure the initial user/group structure, defined document types, and associated custom data fields. She facilitates a deeper analysis of custom fields, unique reporting requirements, potential workflow processes, and the impact of any applicable automated back-end processes (BEP) alongside DOMA's software development SMEs. Leveraging her knowledge of DOMA's processes and technology, Ms. Burmeister assists our new customer accounts as well as existing customers through end-user training to provide insight into searching and retrieving capabilities, advanced functionality such as dashboard widgets, reporting, and workflows and as well as administrative training to cover the overall back-end administration of the site to include user and group management.

- Associates Degree in Science
- VA Information Security Awareness training via the Department of Veterans Affairs
- VA Privacy Awareness training via the Department of Veterans Affairs

Ms. Burmeister will be a critical resource in the execution of this program as she gathers requirements, configures, and trains program participants on our system and its functionality.

Process and procedures to keep safe and secure facilities when delivering products/services.

Security is woven into every step of the records management processes we use across all our engagements. With over 22 years of experience in the document management industry, we place significant emphasis on the security and privacy of the sensitive PII and PHI data that we process daily. We believe that employee, client, and systems security must provide for the protection of data from theft, damage, corruption, and unauthorized access.

Compliance: Our corporate policy requires that all personnel that support our customer's programs sign a non-disclosure, confidentiality, and HIPAA Compliance Agreement prior to beginning employment. Our personnel receive annual training on the following (at a minimum): HIPAA, Privacy Act, Information Security Awareness Training, and other security and confidentiality requirements. Our HIPAA Privacy Officer and our Corporate Facility Security Officer (FSO) facilitate and manage the HIPAA and information security needs of our entire organization and will ensure compliance with VA specific security requirements. We shall incorporate and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any information which we create, receive, maintain, or transmit on behalf of the client's records management process. The entire conversion team will receive in-depth training regarding all privacy standards, security regulations, guidelines, and instructions prior to beginning any support efforts.

Physical Security: DOMA maintains a 70,000 sq. ft. production center for scanning and digitization efforts. Since the majority of our digitization efforts include PHI and PII, DOMA maintains strict physical security of the facility and documentation. DOMA maintains the same physical security standards across all our production facilities. Access from outside of the building into the operating spaces is controlled through cipher lock access control and a key activation system. Shipping and receiving areas are secure and segregated controlled sections of the overall facility. Part of the warehouse includes a storage section enclosed by a chain-linked fence reaching all the way to the ceiling. Our facilities are closely monitored and controlled access areas are protected by approved physical access devices, lock and key, security monitors and alarms. Access within the entire facility is restricted based on three phases of monitoring:

- Recorded Digital Video surveillance of all facility entry points storage areas and production area.
- Multi-layered access control points throughout the facility.
- Monitored 360-degree perimeter alarm system.
- Fire suppression system active throughout the office, production, and warehouse areas.

System security: DOMA will utilize DX as a mechanism to capture, store, and transfer files to Wayne County clients. DOMA's system was specifically developed to receive, transmit, and store highly sensitive data that includes PII and PHI. Security is embedded in every aspect of our development, enhancement, and implementation of the system, resulting in a highly configurable system that features fully segregated data, user authentication, and encryption (in accordance with Advanced Encryption Standard [AES] standards).

DOMA's proposed cloud-based solution includes the implementation of our DX system, provided using a Software-as-a-Service model on AWS. AWS is FedRAMP authorized, and our technology strategy is centered around native support for AWS and its robust offerings. We will use S3 storage repositories and leverage Relational Database Service (RDS) in the AWS GovCloud as our primary Disaster Recovery (DR) solution with 256-bit AES encryption. We will monitor the solution with cloud native AWS tools such as AWS GuardDuty and AWS Security Hub that leverage ML to ensure data confidentiality, integrity, and availability. Client data will be logically separated from other cloud tenants and will not leave the United States.

DOMA's dedicated System Administrator will provide for varying levels of access within the security application (need-to-know; least privileged). Each user's level of access and restrictions to particular records and documents within the system are determined by system user groups and unique user-IDs. Security and compliance reports can be built that provide user and access levels. The SA will review user logs daily. This process includes removing unnecessary temp files and overall account access. If an account has been inactive for a noticeable period, the client is contacted by the administrator for action. User accounts are reset during the first of the month, to include those accounts that have been locked. Automated time outs are available upon request by each client in

addition to automated account resets. Confidential security controls are placed on each DX system module. Each of the security controls comply with Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), State and Joint Commission on Accreditation of Healthcare Organizations (JCAHO) health information standards for data integrity, confidentiality, auditing, and availability.

Background checks process, depending on the facility ordering the product/services a more restrictive background check may be required.

Our team is staffed with fully trained and accredited security personnel that have extensive experience in providing fully vetted personnel in support of our Federal, state, and local government clients. Our organization believes that employee, client, and systems security must provide for the protection of data from theft, damage, corruption, and unauthorized access. In the implementation and application of secure systems data for our current federal and commercial support contracts, DOMA has developed extensive security policies, procedures, and handbooks that are used to ensure data security and personal information integrity. Our security policies are written to provide guidance and procedures at the corporate, group, division, and customer operating levels while our security procedures and handbooks are tailored to meet Federal and State level security program specifications. The company's policies, procedures, and handbooks are based upon Federal and State Government regulations, directions, contract requirements, and lessons learned from past performance.

Our security program encompasses all facets of personnel security including conducting prescreening checks; preparing and submitting the appropriate forms and documents for personnel background investigations and clearances; and monitoring the continuing eligibility of our personnel. Our security program meets all contract requirements and industry benchmarks for facility, data, and personnel security. Our Human Resources department has established a successful procedure for staffing personnel requiring clearances or background investigations and ensuring employee eligibility through the DHS e-Verify program. After technical qualifications are determined, the candidates are advised that the position for which they are being considered requires a clearance/background investigation and that the successful candidate must consent to a Background Investigation for a suitability, subject to the determination of the government. Our Facility Security Officer will work closely with the PM/Site Managers to ensure a timely and complete background investigation is obtained.

When clearances and or background investigations are required, we will identify personnel who currently hold or have recently held data sensitive or security clearances which will expedite the overall vetting/investigation process. We will issue a contractor badge/ID for each person assigned to this contract. The badge will include photo identification and will have the person's identifying data such as the employee number, and any other required data to positively identify the person.

1.11 Pricing Schedule

Respondents will provide pricing information on the price sheet (**Attachment A**) that will be utilized when evaluating price competitiveness.

1.11.1 RESERVED

1.11.2 Bid Pricing

Proposers have the option to provide high-volume pricing. Proposers who offer high-volume pricing may be evaluated more favorably than those who do not. Proposers should specify this discount option within their cost proposal and at what level.

1.11.3 Quantity Term

Vendor agrees to supply the complete quantity and products that each customer requires.

1.11.4 Rebates and Special Promotional Capabilities

All vendors are encouraged to make manufacturer promotions, rebates and special pricing opportunities available. Wayne RESA must approve promotional materials referring to the Wayne RESA/CoPro+ Agreement prior to release. Wayne RESA/CoPro+ will post rebate and special pricing information on its web site.

Guidelines for Vendor /Contractor promotions for Wayne RESA/CoPro+ awarded items:

- A. Submit all promotions for approval
- B. Identify the savings amount
- C. Identify the final price
- D. Specify the time period in which a purchase must be made
- E. Identify the link to a rebate form (preferred) or provide the form

1.11.5 Tax Excluded from Price

(a) Sales Tax: Wayne RESA and local units of government are exempt from sales tax for direct purchases. The Proposer's prices must not include sales tax.

(b) Federal Excise Tax: Wayne RESA may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for Wayne RESA's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the Proposer's prices must not include the Federal Excise Tax.

Proposer Response:

Include any comments regarding pricing, discounts being offered, and information on other cooperative contracts held by respondent.

Considering the highly variable nature of the potential requirements of each participant under this cooperative contract, DOMA has provided pricing that encompasses the wide range of capabilities covered within the requirements of the solicitation. We understand and anticipate that each participating organization will issue their own unique detailed specifications as their requirements are identified. Based on the unique requirements of each participant, DOMA is prepared to offer additional discounts from the quoted pricing proposed as part of this overarching contract.

Based on answers provided in the solicitation Q&A, DOMA understands that organizations may need to 'mix and match' services. For example, potential use cases may include:

- Full use of DX as its primary document management system, complete with workflow automation, dynamic forms, integrations, and a large volume of users
- Use of DX as a backend document repository that interfaces with an existing SIS, requiring minimal user 'seats' or other capabilities
- Migration of legacy data and use of DX as a 'day forward' document management system
- Use of DX with multiple integrations and document scanning/conversion services

To accommodate all potential requirements, DOMA has provided a pricing structure that can be tailored to specific requirements and may result in additional discounts. Discounts will be provided via customized quotes as organizations provide their unique specifications.

DOMA currently maintains a statewide cooperative contract within the state of Virginia. The contract, issued by Newport News Public Schools (NNPS), has been used by numerous school systems across the state to purchase DOMA's DX platform, digitization services, data and document migration services, and other services that support the digital transformation of student records management. This contract is an umbrella contract available to members of the Southeastern Virginia Governmental Purchasing Cooperative (SVGPC), as well as other public bodies, governmental jurisdictions and school divisions in the area. The NNPS contract was the first awarded under this contract vehicle. Other entities have chosen to take advantage of this contract, including the City of Portsmouth, Winchester Public Schools, Williamsburg City Schools, and James City County Schools. DOMA signed separate contracts with each organization and is currently providing similar services for each group.

1.12 Price Assurance

The awarded vendor agrees to provide pricing to Wayne RESA and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to promptly lower the cost of any product purchased through WAYNE RESA following a reduction in the manufacturer or publisher's direct cost. If respondent has existing cooperative contracts in place, Wayne RESA requests equal or better than pricing to be submitted.

All pricing submitted to Wayne RESA shall include 2% administrative/remittance fee to be remitted to CoPro+ by the awarded vendor. It is the awarded vendor's responsibility to keep all product listings up to date and on file with Wayne RESA/CoPro+.

Proposer Response:

Please confirm your understanding by checking Yes or No.

☒ Yes

☐ No

If "NO" was answered on any items in Section 1.3, 1.4, 1.5, 1.8, 1.9 and 1.12, please explain:

SECTION 2.0 – PROPOSER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the bid documents, including, without limitation, any RFP Addenda and Exhibits have been read.

The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the bid documents of this RFP.

2. The undersigned has reviewed the bid documents and fully understands the requirements in this bid and that each proposer who is awarded a contract shall be, in fact, a prime contractor, not a subcontractor, and agrees that its bid, if accepted by Wayne RESA, will be the basis for the Proposer to enter into a contract with Wayne RESA in accordance with the intent of the bid documents.
3. The undersigned acknowledges receipt and acceptance of all addenda.
4. The undersigned agrees to the following terms, conditions, certifications, and requirements listed in Section 2.3:
 - Contractor's Employment Eligibility
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - Certification Regarding Nondiscrimination Under Federally and State Assisted Programs
 - Assurance Regarding Access to Records and Financial Statements
 - Iran Economic Sanctions Act
 - Certificate of Independent Price Determination
 - Clean Air and Water Certificate
 - Certifications/Disclosure Requirements Related to Lobbying
 - U.S. Department of Energy Assurance of Compliance Non-Discrimination in Federally Assisted Programs
5. The undersigned acknowledges that proposer will be in good standing in the State of Michigan, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated bid documents.
6. It is the responsibility of each proposer to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a bid, the proposer certifies that if awarded a contract they will make no claim against Wayne RESA based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: Vendors who do business with the Wayne RESA shall hold Wayne RESA, its officers, agents and employees, harmless from liability of a nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
8. Insurance certificates are not required at the time of submission. However, if awarded, the Contractor agrees to meet the minimum insurance requirements posted in the terms and conditions. This documentation must be provided to Wayne RESA, prior to award, and shall include an insurance certificate and additional insured certificate, naming Wayne RESA, which meets the minimum insurance requirements, as stated in the terms and conditions.

2.1 Company Profile

Official Name of Proposer: DOMA Technologies, LLC
Street Address: 841 Seahawk Circle
City: Virginia Beach
State: Virginia
Zip Code: 23452
Website: www.domaonline.com
Primary Contact Name: Wayne DeAtley
Primary Contact Phone Number: 757-759-8034
Primary Contact Email Address: contracts@domaonline.com
Dun & Bradstreet (D&B) Number (if applicable): 11-3657253
Has your company been debarred by the Federal and/or State Government? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, has it been lifted and if so, when?
Have you ever been in bankruptcy or in reorganization proceedings? No
Brief history of your company, including the year it was established: DOMA Technologies, LLC (DOMA) is a privately held Small, Minority Owned business with over 22 years of experience delivering technology-based solutions for secure document scanning and digitization, classifying and indexing, electronic access and storage, and full accountability and traceability of all captured data to customers across the country in the Federal, State, Local, and Commercial markets. Since our foundation in 2000, the core of DOMA's business is the development of tailored document management solutions and services for our customers. DOMA has proven experience in delivering technology-based solutions that securely receive, ingest, and store paper, fax, and electronic files; provide digitization and digitalization of records; enable communication to and from external stakeholders and systems; and expedite routine processes using innovative workflow automation capabilities.
Signature:
Name and Title of Signer: Wayne DeAtley, SVP of Contracts (Authorized Signatory and Negotiator)
Date: January 27, 2023

2.2 References

Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 5 years. Please identify any experience relevant to the services you propose to provide through this RFP within the Description of Services:

Entity Name: Newport News Public Schools	
Contact Name: Penny Norton	Title: Records Manager
City: Newport News	State: Virginia
Phone Number: 757-591-4537	Years Served: September 2014-present
<p>Description of Services:</p> <p>The Newport News Public Schools (NNPS) division employs over 4,600 individuals and educates 28,680 children in 42 schools: 5 early childhood centers, 24 elementary schools, 7 middle schools, 5 high schools, 1 middle/high combination school.</p> <p>NNPS needed a cohesive plan for converting a large volume of paper records into a digital format. Their current record keeping system lacked integration with their Enterprise Resource Planning (ERP) platform. This, along with a lack of space, inspired Newport News Public Schools to move away from their current legacy electronic storage application. DOMA implemented a robust Human Resources configuration of our SaaS platform for the NNPS system. The original agreement covered the human resources department record migration from a legacy system into DOMA's file management system, and a back-file conversion of nearly 3 million pages of HR records including microfiche. The newly converted records were made accessible in the Cloud through the DOMA DX software platform. DOMA's DX software was easily integrated with HR Department and their Tyler Munis Finance Software.</p> <p>Ultimately, DOMA migrated over 750 gigabytes of legacy data into the DOMA DX software platform. As a result, five departments across the enterprise are now able to collaborate via the DX portal and have centralized access to over 5.5 million documents. This led to increased productivity, a streamlined file room, and easier content management moving forward.</p> <p>DOMA worked closely with HR stakeholders to assess their workflows and determine how best to assign document types and categories to optimize search and retrieval of information, support audits, and allow for automated workflows to move specific records to a "guest" account when needed for employee review. User accounts were established across multiple user groups. We conduct both onsite and remote training to keep users abreast of changes to the software and train new employees. NNPS also takes advantage of DOMA's periodic free webinar training sessions that are offered to customers.</p> <p>NNPS has also opted to implement DOMA's fax in and fax out capability, with two fax lines coming into the HR platform directly. Staff can review these documents and either route or file as appropriate.</p> <p>NNPS' satisfaction with the platform and program has resulted in expansion of our support to include standup of a separate Student Records site and inclusion of Plants Management, School Board records and Payroll.</p> <p>This contract is an umbrella contract available to members of the Southeastern Virginia Governmental Purchasing Cooperative (SVGPC), as well as other public bodies, governmental jurisdictions and school divisions in the area. The NNPS contract was the first awarded under this contract vehicle. Other entities have chosen to take advantage of this contract, including the City of Portsmouth, Winchester Public</p>	

Schools, Williamsburg City Schools, and James City County Schools. DOMA signed separate contracts with each organization and is currently providing similar services for each group.

Annual Volume: 5.5m records, 450GB data

Entity Name: Williamsburg-James City County Public Schools

Contact Name: Susan Gardner

Title: Coordinator of Records Management

City: Williamsburg-James City County

State: Virginia

Phone Number: 757-603-6517

Years Served: December 2016-current

Description of Services:

DOMA provides Document Management and Document Conversion services for Williamsburg-James City County Public Schools (WJCCPS) archive and day-forward student records. We currently support two departments, General Services and Public Schools (student records, board minutes, HR, Financials, etc.) and provide centralized access to over 82,000 records through DOMA Experience (DX), DOMA's secure cloud-based system that integrates record management and workflow automation into a single user-friendly system.

DOMA conducted a Laserfiche Data Migration from the legacy WJCCPS Laserfiche system into DOMA's DX platform. This included the merging of single page TIFFs into multi page TIFF files and populating the defined index values upon import into DX. Our support for document conversion services for WJCCPS includes the ongoing secure transport, scanning, and indexing of student records. WJCCPS student records require indexing inclusive of Student name, Date of Birth, and Exit Year. DOMA uses an inventory tracking system that provides WJCCPS with the capability to do live tracking of where records are during the digitization process as well as the ability to put in work orders and expedite record requests. Authorized WJCCPS staff have unlimited access to digitized records through the DX application. If WJCCPS requires access to a document that has not completed the conversion process, a request can be made to DOMA for the document to be scanned directly into the DX application for retrieval.

DOMA performs Tier 1 Quality Assurance at the time of scanning which involves a visual verification of the orientation and legibility of 100% of all scanned documents before they are available in the DX application. The DX provides WJCCPS with centralized access to over 82,000 records.

WJCCPS used the existing Newport News Public Schools cooperative state contract.

Annual Volume:

82,446 Records, 395GB data

Entity Name: Bedford County Public Schools

Contact Name: Mac Duis

Title: COO

City: Bedford County

State: Virginia

Phone Number:
540-586-1045 ext. 10708

Years Served:
January 2020-present

Description of Services: DOMA configured a scalable, secure, cloud-based platform to provide a custom student record management platform for Bedford County Public Schools (BCPS). DOMA's cloud-based

software application, DOMA Experience (DX), serves over 9,000 students across 19 schools and 2 center-based BCPS programs, and enables the efficient management of student records in a paperless environment.

The DX document management solution provides the ability to create new student records and add existing documents and data to the application via drag-and-drop, upload, fax, and email. We leverage Secure File Transfer Protocol (SFTP) and Representational State Transfer (REST) Application Program Interfaces (API) to ensure the secure transfer of BCPS student records to other applications or externally to authorized sources including the BCPS virtual school program.

DOMA's non-license-based model allows secure access to student records by approved BCPS staff and parents. All functionality and access within the application is based on four primary levels: group rights, user rights, folder rights, index rights. When logged into the application, BCPS users will either have approved or restricted access to records and features, authenticated by the username. All system activity is tracked and logged in an audit trail and reporting summaries, and actions can be traced back to system users for full compliance, security, and accountability.

DOMA configured custom workflows in DX to include record control and record schedules based upon metadata criteria designated by BCPS. The DX application is infinitely configurable allowing as many metadata elements as needed to meet business requirements. Unique record types (document types) can be created with metadata requirements specific to each record type. Custom field metadata values can be assigned to one or many record types within the application. As BCPS students transition to new schools, their records are routed to the appropriate destination and working group that needs access.

DOMA developed and implemented customized training, on-site and virtual, for BCPS end-users to provide insight into the searching and retrieving capabilities in addition to the processes for creating new student records and adding or editing existing data to DX. Training on advanced functionality such as dashboard widgets, reporting, and workflow is also available as needed well as administrative training to cover the overall back-end administration of the site to include user and group management.

Annual Volume: 65,427 records, 345GB data

2.3 Assurances and Certifications

CONTRACTOR'S EMPLOYMENT ELIGIBILITY

By entering the contract, Contractor warrants compliance with ARS subsection 41-4401, ARS subsection 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws. Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The vendor complies and maintains compliance with FINA, ARS 41-4401 and 23-214 which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the WAYNE RESA Participating entities in which work is being performed.

Wayne DeAtley, SVP of Contracts

Printed Name of Respondent

Signature of Respondent (*BLUE ink preferred*)

DOMA Technologies, LLC

January 27, 2023

Company Name

Date of Signature

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The prospective contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for from participating in this transaction by any Federal department of agency. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Certification Regarding Nondiscrimination Under Federally and State Assisted Programs

The applicant hereby agrees that it will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education or the MDE.


Assurance Regarding Access to Records and Financial Statements

The applicant hereby assures that it will provide the pass-through entity, i.e., the Wayne County Regional Educational Service Agency, and auditors with access to the records and financial statements as necessary for the pass-through entity to comply with 2 CFR, Part 200, Subpart F and Compliance Supplement for the U.S. Department of Education.

Iran Economic Sanctions Act

The prospective contractor certifies that its organization, by submission of this proposal, is not an Iran Linked Business. Please refer to the "Iran Economic Sanction Act" Public Act 517 for clarifications or questions. Wayne RESA as a Michigan public entity is required to follow Public Act 517 of 2012.

Vendor Signature:	
Date:	01/27/2023

Notary
State of <u>VIRGINIA</u>
County of <u>NORFOLK</u>
Sworn to and subscribed before me, a notary public in and for the above state and county, on this <u>27</u> day of <u>JANUARY</u> , 20 <u>22</u> .
Notary Public <u>SABRINA LEE FERRANTI</u> 
My commission expires: <u>04/30/2026</u>

SABRINA LEE FERRANTI
NOTARY PUBLIC
REGISTRATION # 8012050
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 04/30/2026

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

- (A) By submission of this offer, the offeror certifies each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting completion, as to any matter relating to such prices with any other offeror or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to bid opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
 - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
- (B) Each person signing this offer on behalf of the manufacturer or processor certifies that:
- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 - (2) He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this manufacturer or processor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Wayne DeAtley, SVP of Contracts

Company's Authorized Representative / Position Title

Signature of Company Representation

DOMA Technologies, LLC

Company Name

January 27, 2023

Date of Signature

CERTIFICATIONS/DISCLOSURE REQUIREMENTS RELATED TO LOBBYING

Section 319 of Public Law 101-121 (31 U.S.C.), signed into law on October 23, 1989, and imposes new prohibitions and requirements for disclosure and certification related to lobbying on recipients of Federal contracts, grants, cooperative agreements, and loans. Certain provisions of the law also apply to Federal commitments for loan guarantees and insurance; however, it provides exemptions for Indian tribes and tribal organizations.

Effective December 23, 1989, current and prospective recipients (and their subtier contractors and/or subgrantees) will be prohibited from using Federal funds, other than profits from a Federal contract, for lobbying Congress and any Federal agency in connection with the award of a particular contract, grant, cooperative agreement, or loan. In addition, for each award action in excess of \$100,000 (or \$150,000 for loans) on or after December 23, 1989, the law requires recipients and their subtier contractors and/or subgrantees to: (1) certify that they have neither used nor will use any appropriated funds for payment to lobbyists; (2) disclose the name, address, payment details, and purpose of any agreements with lobbyists whom recipients or their subtier contractors or subgrantees will pay with profits or nonappropriated funds on or after December 23, 1989; and (3) file quarterly updates about the use of lobbyists if material changes occur in their use. The law establishes civil penalties for noncompliance. If you are a current recipient of funding or have an application, proposal, or bid pending as of December 23, 1989, the law will have the following immediate consequences for you:

You are prohibited from using appropriated funds (other than profits from Federal contracts) on or after December 23, 1989, for lobbying Congress and any Federal agency in connection with a particular contract, grant, cooperative agreement or loan; You are required to execute the attached certification at the time of submission of an application or before any action in excess of \$100,000 is awarded; and You will be required to complete the lobbying disclosure form if the disclosure requirements apply to you.

Regulations implementing Section 319 of Public Law 101-121 have been published an Interim Final Rule by the Office of Management and Budget as Part III of the February 26, 1990, Federal Register (pages 6736-6746).

CERTIFICATION REGARDING LOBBYING CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of any Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Wayne DeAtley, SVP of Contracts

Company's Authorized Representative / Position Title

Signature of Company Representation

DOMA Technologies, LLC

Company Name

January 27, 2023

Date of Signature

SECTION 3.0 – BIDDING, EVALUATION, SELECTION & AWARD PROCESS

This section contains a description of activities as well as instructions to proposers on how to prepare and submit their proposal:

3.1 Wayne RESA Responsibility

Wayne RESA. is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

3.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at Wayne RESA Administrator/Purchasing agent designee's sole judgment and his/her judgment shall be final.

3.3 Proposers Questions

Proposers may submit written questions regarding this RFP by e-mail to the address identified below. All questions must be received by no later than the date identified on the cover page of this RFP. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

When submitting questions please specify the RFP section and paragraph number, and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. Wayne RESA reserves the right to group similar questions when providing answers. Questions should be addressed to:

E-mail address: purchasing@resa.net

Wayne RESA may modify the RFP at any time during the bid process. All changes to the RFP will be posted under the bid number and each posting officially revises the RFP.

3.4 Preparation of the Proposal

Each Proposer must submit a complete proposal in response to this RFP. The proposal must remain valid for at least 120 days from the due date for responses to this RFP.

The Proposer will be responsible for completing and submitting the following sections of this RFP:

Section 1.0 – Bid Responses to Scope of Work and Pricing - The Proposer's proposal must include detailed responses to each of the outlined requirements in the text boxes provided. There is no requirement or limitation on the amount of words for proposer's responses.

Section 2.0 – Proposer Information and Acceptance – The Proposer will be required to complete the information in this section and provide required signatures and notarization.

Attachment A – Pricing Schedule – The Proposer will be required to complete the tables that make up the pricing schedule.

3.5 Bid Submission Deadline

See Cover Page for the Bid Submission Deadline (the "Due Date").

- A. Submit an electronic version of your Bid to Wayne RESA via email to purchasing@resa.net not later than the **Due Date** identified on the cover page. Wayne RESA has no obligation to consider any proposal that is not timely received. Note: Timely delivery is regarded as to the time and date that the e-mail arrives within Wayne RESA not when the e-mail was sent. Proposals will not be accepted via U.S. mail or any other delivery method.
- B. APPLICANTS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE SUBJECT LINE OF YOUR EMAIL: *"RFP-WRESA-12222022-264-01" with Company Name, and "message 1 of 3" as appropriate if the proposal consists of multiple emails. Note: All e-mails from a Proposer must be received by Wayne RESA by the stated time and date in order for the proposals to be deemed submitted on time.*

3.6 Adherence to Mandatory Requirements (Pass/Fail)

Wayne RESA Administrator or designee shall review Section 2.0 Proposer Information and determine if the Proposer meets the minimum requirements as outlined in this RFP.

Failure of the proposer to comply with the minimum mandatory requirements may eliminate its proposal from any further consideration. Wayne RESA may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

3.7 Evaluations Process

All Bids will be reviewed for compliance with the mandatory requirements stated within this RFP. Bids not meeting the mandatory requirements will be deemed non-responsive and eliminated from further consideration. Wayne RESA may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

- A. Wayne RESA may contact the Proposer for clarification of the Proposer's Bid.
- B. Wayne RESA may use other sources of information to perform the evaluation.
- C. Wayne RESA may require the Proposer to submit additional and/or supporting materials.

Responsive bids will be evaluated on the factors identified in this RFP. The Proposer(s) whose bid is advantageous to the Eligible Agencies, taking into consideration the evaluation factors, will be recommended for award approval.

After a prospective supplier has been selected, Wayne RESA and the prospective supplier(s) will negotiate a Master Agreement. If a satisfactory Master Agreement cannot be negotiated, Wayne RESA may, at its sole discretion, begin negotiations with the next qualified proposer who submitted a proposal

3.8 Evaluation Criteria

	Technical Evaluation Criteria	Points
1.	Solution – Including but not limited to the following: adherence to specifications, delivery, maintenance of products and/or services, warranties.	50
2	Prior Experience and Past Performance – Including but not limited to the following: past performance to the district, vendor reliability and familiarity with the scope of work and the facilities of the district.	35
3	Staffing – Including but not limited to the following: qualifications and experience of the proposed staffing.	15
	Total Points Possible	100

Award shall be made to the most responsible Supplier whose proposal is determined to be best value to Wayne RESA taking into consideration the terms and conditions set forth in this RFP. A valid and enforceable contract exists when an agreement is fully executed between Wayne RESA and the Supplier.

In determining the best value, Wayne RESA will review and consider the technical evaluation criteria and pricing. Proposals receiving **80** or more technical evaluation points (see table below) will have pricing evaluated and considered for award.

3.9 Optional Tools to Enhance Evaluation Process

Wayne RESA during the evaluation of proposals may find it necessary to utilize one or multiple tools, as listed below, to facilitate their understanding of the proposal(s) in order to select the best offering to Wayne RESA.

- Clarifications
- Deficiency Report
- Oral Presentation
- Site Visit
- Best and Final Offer (BAFO)
- Negotiations

3.10 Wayne RESA Option to Reject Proposals

Wayne RESA may, in its sole and absolute discretion, reject any or all proposals submitted in response to this RFP. Wayne RESA shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. Wayne RESA reserves the right to waive inconsequential disparities in a submitted proposal.

3.11 Freedom of Information Act

This contract and all information submitted to Wayne RESA by the Contractor and Proposers is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

Wayne RESA shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the Michigan Freedom of Information Act or otherwise by

law. The Proposer(s) must specifically label only those provisions of the proposal, which are actually trade secrets, confidential, or proprietary in nature. A blanket statement of confidentiality or the marking of each page of the proposal as "Trade Secret", "Confidential", or "Proprietary" shall not be permitted. Any such designation will be disregarded.

By submitting a response to this RFP, the Proposer shall be deemed to have agreed to indemnify and hold harmless Wayne RESA for any liability arising from or in connection with Wayne RESA's failure to disclose, in response to a request under the Michigan Freedom of Information Act, any portion or portions of the Proposer's response to this RFP which have been marked "Trade Secret," "Confidential," or "Proprietary."

3.12 Contacts with Wayne RESA Personnel

All contact with Wayne RESA regarding this RFP or any other matter relating thereto must be emailed as follows:

Email address: purchasing@resa.net

If it is discovered that a Proposer contacted and received information regarding this solicitation from any Wayne RESA personnel other than the Procurement Contact, Wayne RESA, in its sole discretion, may disqualify its proposal from further consideration. Only those communications made by Wayne RESA in writing will be binding with respect to this RFP.

3.13 Final Agreement Award Determination

Wayne RESA reserves the right to make one total award, one award for each section, multiple awards, or a combination of awards, and to exercise its judgment concerning the selection of one or more proposals, the terms of any resultant agreement(s), and the determination of which, if any, proposal(s) best serves the interests of Wayne RESA.

3.14 Cancellation of Invitations for Bids or Requests for Proposals

An IFB, a RFP, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the County in accordance with regulations.

Attachment A – Pricing Schedule

Wayne RESA reserves the right to award multiple contracts as a result of this RFP.

Please note, quantities may be scaled down to fit available budget over the course of this Contract. The quantities provided in this RFP are the initial anticipated quantities that will be considered during our pricing evaluation. Wayne RESA will calculate the estimated cost over the initial term when evaluating pricing. Proposer may add additional rows to table(s) below as needed.

In accordance with the RFP and answers provided to questions, DOMA understands that each participant may require customized solutions that support varying levels of users, storage, and solution features. Due to the highly variable nature of this RFP, DOMA has not provided a 'total' price. Instead, we have provided a price list that is modular in nature. In accordance with RFP Section 1.8, Wayne RESA participants will issue individual Requests for Quotes (RFQs) with detailed specifications. These requests may result in tailored quotes from DOMA that offer discounts from proposed pricing based on each participant's unique use case.

All prices include a 2% administrative and remittance fee.

Base Bid: Licensing for 1 year

License Costs – Please include all costs for the system for 1 year. Include any tiered pricing information.		
Unit	Unit Cost	Total
Annual Subscription (1 - 500 Users)	\$69,000.00	
Annual Subscription (501 - 1000 Users)	\$123,000.00	
Annual Subscription (1001 - 2000 Users)	\$222,000.00	
Annual Subscription (2001 - 5000 Users)	\$499,000.00	
Annual Subscription (5001 - 10000 Users)	\$899,000.00	
Annual Subscription (10001 - 20000 Users)	\$1,618,000.00	
Annual Subscription (20001 - 30000 Users)	\$2,184,000.00	
Annual Subscription (30001 - 40000 Users)	\$2,621,000.00	
Annual Subscription (40001 - 50000 Users)	\$2,949,000.00	
Annual Subscription (50001 - 60000 Users)	\$3,185,000.00	
Annual Subscription (60001 - 70000 Users)	\$3,344,000.00	
Annual Subscription (70001 - 80000 Users)	\$3,439,000.00	
Annual Subscription (80001 - 90000 Users)	\$3,482,000.00	
Annual Storage Costs (Per Terabyte, billed per year)	\$800.00	
Monthly Dedicated Technical Support (up to 120 tickets per month, billed per month)	\$23,103.51	

Hosting Costs – Please include all costs for the system for 1 year. (OPTIONAL)		
Unit	Unit Cost	Total
Not applicable – Cloud Solution		

Data Transition Costs – Please include all costs for transferring Data from existing Document system platform to new platform (OPTIONAL)		
Unit	Unit Cost	Total
Per Terabyte	\$7,158.36	

Professional Services or Training Costs (OPTIONAL)		
Unit	Unit Cost	Total
Software Training (Per Virtual Session, up to 2 hours)	\$557.94	
Interface Development (low complexity)	\$7,158.36	
Interface Development (high complexity)	\$14,315.70	
Automated Workflow Creation (per workflow)	\$1,193.40	
Secure Form Creation (Per Form)	\$954.72	
Standard Bulk Document Exports (Per Terabyte)	\$596.70	
Digital Signature Capability (Inclusive of 500 signatures per month)	\$3,000.00	
Intelligent Character Recognition (Per Image/Page Processed)	\$0.02	
Custom Development and Tailored Enhancements (Per Hour)	\$157.64	

Multi Year Pricing: 3 years (Voluntary Alternate)

No specific discounts provided for multi-year pricing.

License Costs – Please include all costs for the system for 3 years. Include any tiered pricing information.		
Unit	Unit Cost	Total

Hosting Costs – Please include all costs for the system for 3 years. (OPTIONAL)		
Unit	Unit Cost	Total

DOMA

TECHNOLOGIES

DX SOFTWARE

DOMA's DX platform is secure and easy-to-use. Our Software as a Service (SaaS) solution can transform your content management strategy.



Highly
Configurable



REST API
Integration



Outlook
Plugin



Reliable &
Secure



Cloud
Based

Take Control of Your Data

The DOMA Experience (DX) software is a highly customizable content services platform that allows for the intelligent capture, storage, and instant access of both digital and physical records. This scalable, secure platform utilizes Optical Character and Barcode Recognition, Electronic Forms Capture, Auto Document Classification, and more to help customers best leverage their data. DOMA's DX software can be customized to fit the data needs of each department. You have control over how many people, and in what manner they collaborate. Users can be granted different levels of access to specific sets of records ensuring that data stays secure.

The DOMA Experience



We call our content services platform the DOMA Experience because it is designed to completely change the way you interact with your information. Our robust platform is paired with an elegantly designed user interface to improve your workflow. DX is more than a typical legacy software product, it's a personalized and agile, cloud-based portal that is consistently evolving through innovation and feature rich updates.

INNOVATIVE & SECURE

Innovation drives the DOMA development philosophy and we're committed to providing end users a functional platform that enhances business processes. DOMA utilizes a hybrid-agile software development life-cycle with all software progressing through development, testing, staging, and production. Federal and commercial systems are physically separated, and all customers have logically separated databases and file storage. Customer data is never co-mingled. All customer data and databases are encrypted with FIPS 140-2 approved AES encryption algorithms.



Advanced Encryption Standard (AES) is a symmetric block cipher used by the U.S. government to protect classified information.



Compliant with FIPS 140-2 (Federal Information Processing Standard), a government approved cryptographic computer security standard.

DX FEATURES

Our software can be customized to meet your specific workflows and user needs.

MULTIPLE CLOUD OPTIONS

DOMA can provide on premise, commercial Cloud, and Amazon Web Services (AWS) GovCloud environments.

HIGHLY CONFIGURABLE COTS SOLUTION

DOMA is a SaaS software solution that can be configured in a collaborative, agile way to meet unique project's requirements.

RAPIDLY DEPLOYED

We can configure solutions and have functional staff trained quickly. With DOMA, full project deployment can happen in days and weeks rather than months.

TRANSACTION BASED PRICING MODEL

Our software pricing model is based on the number of transactions processed rather than a traditional per-seat licensing model.

REST API INTEGRATION

The DX platform integrates seamlessly into current environments via REST API enabling the ability to pass data between critical business applications.



DX Workflow

From initial ingestion of physical and digital source material to back end analytics and reporting, DOMA's software is scalable, configurable and effectively leverages the power of the Cloud environment. Our REST API capability fully integrates DX with existing software applications to maximize interoperability of data.



Learn More:
DOMAOnline.com | 757.306.4920

Customers Using Our Software & Digital Services



U.S. Department
of Veteran Affairs

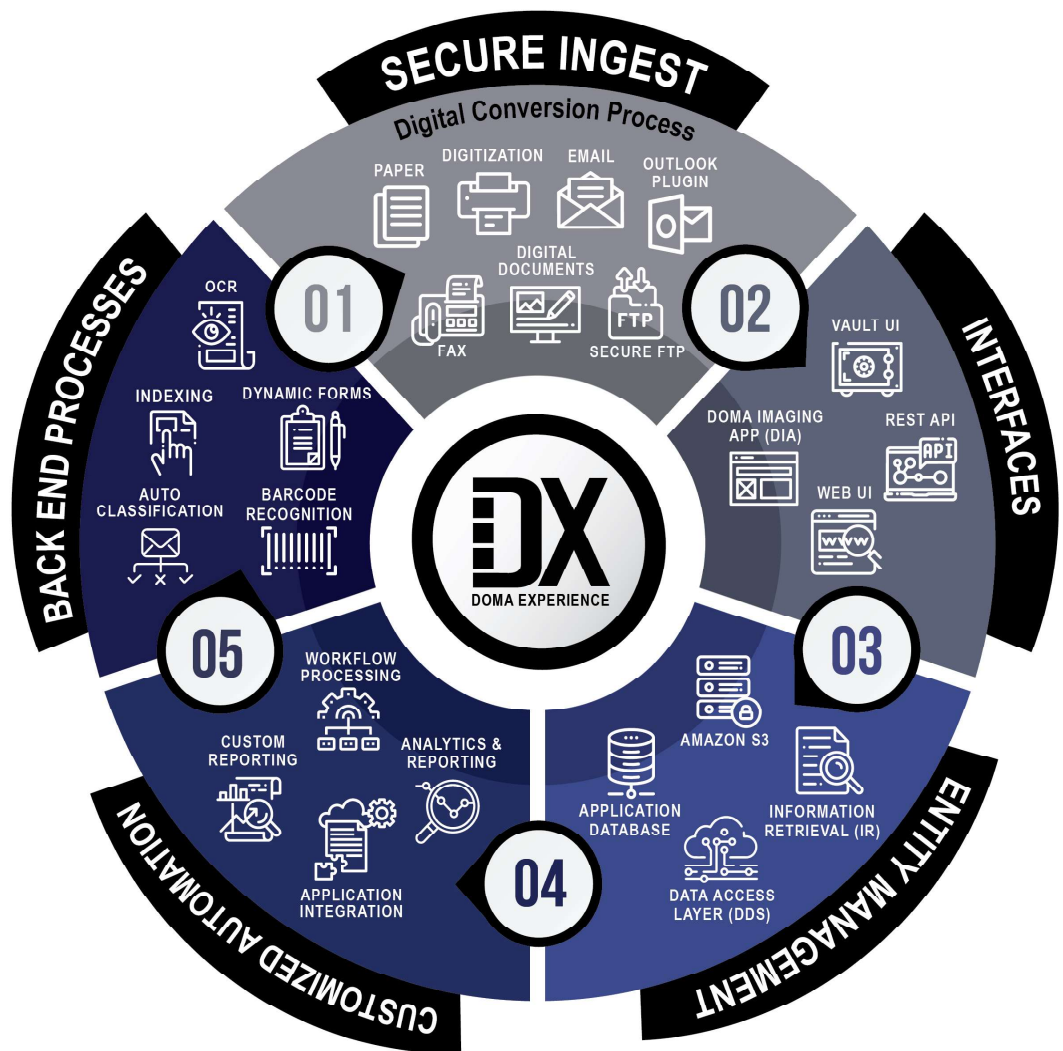


Children's
Hospital of The King's
Daughters



THE DX DIFFERENCE

Given our long history of delivering cloud-based software solutions, we understand the importance of 'ease of use' as the primary factor in driving user adoption. At DOMA, we strive to deliver a quality user experience not only with our training and support of the application, but with the intuitive usability of the features and functions.



Cloud Leader in Compliance & Security

Our team is constantly in risk assessment mode. Data breaches, data loss, account hijacking, insecure APIs, denial of service, and malicious insiders are at the top of the compliance and security list of concerns and we prioritize efforts to mitigate those risks.



Learn More About Our Software At:

DOMAonline.com/DXsoftware



THE DOMA EXPERIENCE 8.0

We created the DX platform with ease of use, scalability, and configurable functionality in mind. It can be rapidly deployed and seamlessly integrated into current business processes.

Learn more: DOMAonline.com/DXSoftware

DIGITIZE YOUR WORKFLOW WITH DX8

We call our content services platform the DOMA Experience (DX) because it is designed to completely change the way you interact with your information. Our robust platform is paired with an elegantly designed user interface to improve your workflow. DX is not your typical legacy software product, it's a highly configurable, cloud-based portal that is consistently evolving through innovation and new features.

DOMA is excited to announce the next chapter in our DX development lifecycle - the launch of DX 8.0. This launch is paired with a new customer interaction strategy. We will be enhancing our support resources, providing better advanced notice of development updates and feature changes, and reaching out more consistently to get customer feedback on how we can improve the software with your unique needs in mind.



Highly Configurable



Accessible Anywhere



Workflow Integration



Easily Scalable

All the Features You Know and Love, just Improved.

Innovation is one of DOMA's core values and our software is evidence of our commitment to delivering a cutting-edge product. Some of the DX tools that help us deliver our secure technology solutions to both federal and commercial customers include:

- Highly Secure
- Reporting & Analytics
- DOMA Imaging Application (DIA)
- Dynamic Forms Using Word
- Backend Processing
- OCR Full Text Search
- Rest API Integration
- Outlook Plugin
- Multi-Document Merge

WHAT'S NEW WITH DX8

The DOMA Experience 8.0 is set to be our most exciting update since the initial launch of the DX software platform. A complete visual overhaul means the software is more intuitive and engaging. With new, expanding menus and workflow integrations you'll soon see that the DOMA Experience is more powerful than ever. Some of our new and improved features include:

- A Dynamic, New Visual Interface
- Easy-to-Use Outlook Email Plug-In
- Faster Performance and Load Times
- 508 Standard Compliance
- Help Desk Integration & Update Notifications
- Video Walkthroughs of New Features



“We are excited about the new user interface; it was re-designed from scratch to be more responsive in order to achieve better performance.”

Darren Johnson | Sr. Software Scientist at DOMA



DX 8 FEATURE BREAKDOWN

The DOMA Experience is a highly secure software platform with a robust collection of tools that can be configured to fit your unique workflow needs.

Learn more: DOMAonline.com/DXSoftware

WHAT CAN DX DO FOR YOU?

DX is powerful because it's adaptable. With DOMA's software platform you'll have an amazing toolkit right at your fingertips, and because it's hosted in the Amazon Web Services (AWS) Cloud you can access it anytime, anywhere.

From initial ingestion of physical and digital source material to back end analytics and reporting, DOMA's software is scalable and configurable, leveraging the power of the Cloud environment. Our REST API capability fully integrates this DOMA solution with existing software applications to maximize productivity.

The DOMA DX Cloud Software Platform gives you the flexibility to define business process automation applications for your entire organization. Our Software Development Team makes the configuration process seamless by connecting multiple workflows so different teams can share, access, and deploy your organization's data quickly.

When **Technology & People** Work Together, Business Runs **Better**.



Don't get stuck with an inefficient legacy software. With DOMA DX we use a transaction based pricing model that is not only affordable but doesn't require the purchase of individual user licenses.

DX8 UPDATES BASED ON USER FEEDBACK

REFRESHED INTERFACE

- A Dynamic New Visual Interface with modernized icons applied across the entire platform
- Users can now hide icons on the search grid that they don't need (e.g. Journal or Print icons)
- New folder tree when moving folders
- Google Charts now used for Dashboard widgets, allowing for real time data snapshots

INTUITIVE MENU CONTROLS

- Main tabs (Dashboard, Admin, Config, Reports) have their respective sections appear when hovered over (Audit Reports, Custom Reports, etc.)
- The side menu is now collapsible to allow for additional workspace

ENHANCED USER EXPERIENCE

- Advanced Search will now function across multiple document types, allowing you to locate items more rapidly
- "Jump-to-Page" function for multi-page result lists
- Header bar is now pinned to the top of the page
- Shorter Load Times and Faster Performance

NEW SUPPORT FOR ELECTRONIC DOCUMENTS

- When adding electronic documents through the UI, you are able to view and/or merge the images prior to upload



CLOUD

DOMA
TECHNOLOGIES
Information System
and Security Brief

Chandler Pitcher, CISSP
Chief Technology/Information Security Officer

DOMA Technologies, LLC
841 Seahawk Circle
Virginia Beach, VA 23452
757.306.4920

This document includes data that shall not be disclosed outside of the intended recipients and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than its intended use. The data subject to this restriction are contained in the following sheets.

Owner Details	
Name	Chandler Pitcher, Chief Technology and Information Security Officer
Contact Number	757.306.4920
Email Address	chandler.pitcher@domaonline.com

Change Log					
Version	Author	Date	Description of Revision	Affected Section(s)	Approved By
3.10	John McCarthy	Feb. 14, 2018	Minor – formatting	All	Ian Checcio
3.11	Alfred Macaraeg	June 26, 2018	Major – AWS Security Service Update	All	Chandler Pitcher
3.12	Alfred Macaraeg	May 21, 2019	Minor updates	All	Chandler Pitcher
3.13	Chandler Pitcher	Sep. 02, 2019	Minor Updates & Formatting	All	Chandler Pitcher & Marti Jones
3.14	Chandler Pitcher	Mar. 25, 2020	Minor formatting	All	Chandler Pitcher & Marti Jones
3.15	Marti Jones	Apr. 15, 2020	Added Privacy CCPA & GDPR; Staff certifications	4.0 Data Protection & Compliance; 5.0 Cloud Security	Chandler Pitcher
3.16	Ian Checcio	July 30, 2020	Minor Updates and formatting	All	Chandler Pitcher
3.17	Chandler Pitcher	Aug. 6, 2020	Minor Updates and formatting	Section 7.0	Adrian Marchi
3.18	Chandler Pitcher	Nov. 24, 2020	ISO 27017 Updates	Section 9.0	Adrian Marchi
3.19	Chandler Pitcher	Dec. 4, 2020	Minor	Section 9.0	Adrian Marchi
3.20	Chandler Pitcher	June 22, 2021	Minor	Overview	Pat Feliciano

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1.0 Overview

DOMA Technologies, LLC (DOMA) processes sensitive information and content from a customer base that includes city, state, and federal government agencies in addition to commercial industries such as healthcare, education, and financial services. As an ISO 27001:2013 registered company, the security of customer data and our infrastructure is of utmost importance, resulting in constant monitoring of both physical and logical security. DOMA partners with Amazon Web Services (AWS) to provide the infrastructure needed to deliver our services and software in a highly secure environment. DOMA customers benefit from a data center and network architecture built to meet the requirements of the most security-sensitive organizations.

Advantages include the following;

- Multi-layered security, firewall and intrusion prevention.
- High-Availability, resilient IT infrastructure with RPO of 4 hours, RTO of 24 hours.
- All user passwords are encrypted and not accessible to staff.
- Password complexity is customer defined.
- Application security groups limit features, functions, rights and privileges at a group or specific user level.
- Encryption in transit with TLS across all services.
- Encryption at rest with AES for all customer data.
- VPN available at customer request.

The infrastructure is designed and managed in alignment with security best practices and a variety of IT security standards, including:

- SOC1 / SOC2 / SOC3
- FISMA / FedRAMP / DoD SRG Levels 2 and 4 / FIPS 140-2
- PCI DSS Level 1
- ISO 9001 / ISO 27001 / ISO 27017 / ISO 27018
- ITAR

Multi-tenant systems can be made available in multiple AWS regions. Currently, DOMA is utilizing the following regions; US-East (N. Virginia), US-West (N. California), GovCloud (US-East) and GovCloud (US-West). DOMA applications developed, deployed, maintained and operated in the Continental United States.

2.0 Physical Security

AWS data centers are state of the art, utilizing innovative architectural and engineering approaches. AWS has many years of experience in designing, constructing, and operating large-scale data centers. This experience has been applied to the AWS platform and infrastructure.

Advantages include the following;

- Physical access is strictly controlled both at the perimeter and at building entrance points by professional security staff utilizing video surveillance, intrusion detection systems, and other electronic means.
- AWS only provides data center access and information to employees and contractors who have a legitimate business need for such privileges.

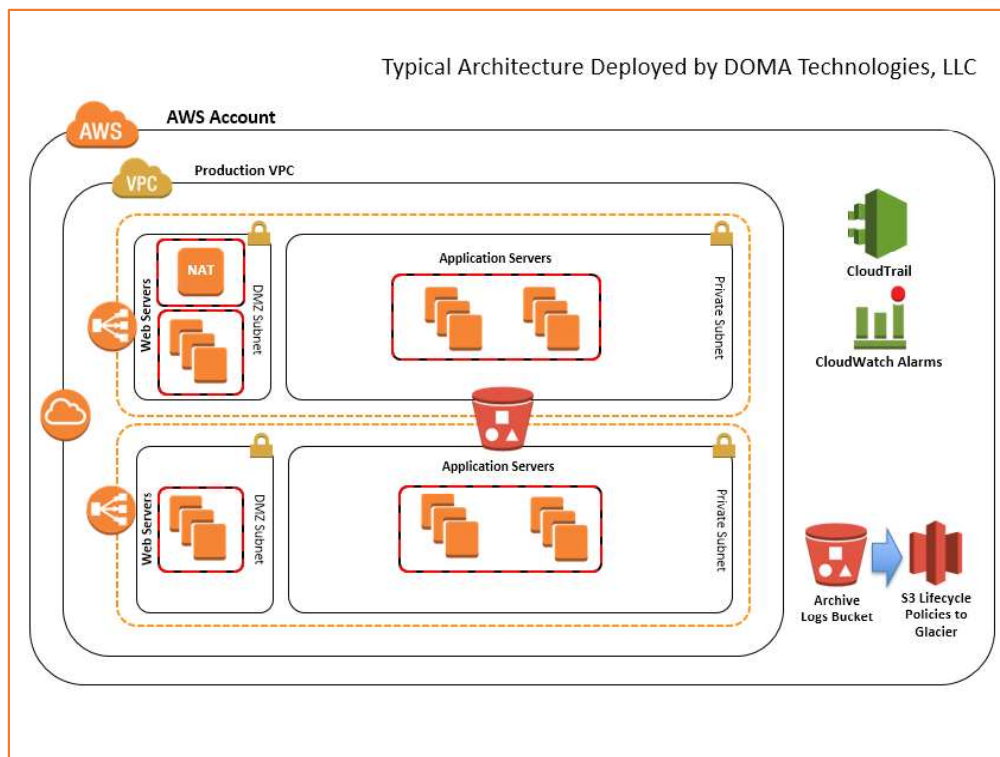
- AWS monitors electrical, mechanical, and life support systems and equipment so that any issues are immediately identified. Preventative maintenance is performed to ensure the continued operability of equipment.
- The data center electrical power systems are fully redundant and maintained without impact to operations 24 hours a day, seven days a week. Uninterruptible Power Supply (UPS) units provide back-up power in the event of an electrical failure for critical operations in the facility. Data centers use generators to provide back-up power for the entire facility.
- Automatic fire detection and suppression equipment utilizes smoke detection sensors in all data center environments, mechanical and electrical infrastructure spaces, chiller rooms and generator equipment rooms. These areas are protected by either wet-pipe, double interlocked pre-action, or gaseous sprinkler systems.
- Climate control is required to maintain a constant operating temperature for servers and other hardware, which prevents overheating and reduces the possibility of service outages. Data centers are conditioned to maintain atmospheric conditions at optimal levels. Personnel and systems monitor and control temperature and humidity at appropriate levels.
- All physical access to data centers by AWS employees is logged and the logs are routinely audited.
- Authorized staff must pass two-factor authentication a minimum of two times to access data center floors.
- AWS data centers are housed in nondescript facilities.
- AWS's decommissioning process is designed to prevent customer data from being exposed to unauthorized individuals. AWS and DOMA follow DoD 5220.22-M ("National Industrial Security Program Operating Manual") and NIST 800-88 ("Guidelines for Media Sanitization") to destroy data as part of the decommissioning process.

3.0 System Design

DOMA's software development work is never outsourced or performed offshore. All software development is performed by US citizens and U.S. based DOMA staff. DOMA utilizes a hybrid-agile software development life cycle (SDLC), with all software progressing through development, testing, staging, and production. Federal and commercial systems are physically separated, and all customers have logically separated databases and file storage. Customer data is never co-mingled. All customer data and databases are encrypted with FIPS 140-2 validated AES encryption algorithms.

The DOMA application and all its related modules and web-deployed assemblies make use of .NET Web Services for handling application interoperability. Standard TLS 1.2 encryption is used for transactions conducted by our web product and web services

Below is a sample diagram of a typical infrastructure:



4.0 Data Protection and Compliance

Our software solution was designed from the ground up to protect customer data and provide methods to meet government regulations for electronic storage. Documents are encrypted on the client side prior to transmission to the secure repository. All data is encrypted during transmission to and from AWS, and all client data remains in an encrypted state while at rest in AWS.

DOMA provides the capability for customers to export their data at any time. Individual documents can be exported (assuming users have appropriate rights), directly from the application. For larger or higher volume exports, workflow can be configured so that customers can retrieve non-proprietary documents in their original format. DOMA maintains all source material, images, and image metadata for an agreed upon period and transmissions will be monitored to ensure all files have been successfully transmitted, received and, verified. Additionally, we have developed a generic Representational State Transfer (REST) Application Program Interface (API) to allow for documents/metadata to be added, updated, or removed from the system with real time responses and audit tracking. Lastly, images and data can be exported in a variety of file and data formats. Conventionally, all images will be in PDF Searchable file format, and the associated indexing values will be contained in a Comma-Separated Values (CSV) and in XML format. DOMA will retain exclusive ownership to our systems while customers will retain all ownership of the data transferred and contained within DOMA systems.

Additionally, AWS has achieved a wide variety of compliance and certification objectives, including FISMA, NIST, FedRAMP, PCI, HIPAA, HITEC, SSAE 18, and dozens of other certifications. The combined services DOMA and AWS provide to our clients allow our customers to meet compliance requirements by providing the following solutions:

Payment Card Industry (PCI)

- Requirement: Protect stored cardholder data.
 - DOMA Solution: Access is allowed only through authorized personnel with the correct credentials and passwords.
- Requirement: Encrypt transmission of cardholder data across open, public networks.
 - DOMA Solution: All data is encrypted with AES encryption prior to transmission and while it resides in our data center.
- Requirement: Track and monitor all access to network resources and cardholder data.
 - DOMA Solution: All access to data is date and time stamped by user, enabling a full audit trail.

Sarbanes-Oxley Act (SOX)

- Requirement: Information stored cannot be tampered with (altered) by any employee.
 - DOMA Solution: All data is encrypted with 168-bit encryption prior to transmission and while it resides in our data center.
- Requirement: Trail of transactions must be discernible and kept in sequence.
 - DOMA Solution: Robust version control on all documents ensures previous versions are kept in sequence and never lost.
- Requirement: Ensure information is available only to the client's authorized personnel.
 - DOMA Solution: Access is allowed only through authorized personnel with the correct credentials and passwords.
- Requirement: Records are accessible whenever needed.
 - DOMA Solution: Data is available 7x24x365.
- Requirement: The facility can maintain the data for the period stated in the Act. (Section 103 (a) (2) (A) (i): audit work papers and other information relating to any audit report is to be kept for a period not less than 7 years).
 - DOMA Solution: Documents are stored in the application in accordance with the client's policies for data retention. Documents are only removed upon customer request, or a pre-determined end of retention period.

Health Insurance Portability and Accountability Act (HIPAA)

- Requirement: Electronic protected health information (ePHI) must be protected against any reasonably anticipated threats or hazards.
 - DOMA Solution: Data is stored in a data center that is SSAE 18 compliant. Multiple copies of stored data ensure recovery capabilities.
- Requirement: Access to ePHI must be protected against any reasonably anticipated uses or disclosures that are not permitted or required by the Privacy Rule.
 - DOMA Solution: Data is encrypted before transmission, during transmission, and while at rest at our data centers. Clients maintain full control over access credentials.
- Requirement: Maintenance of record of access authorizations
 - DOMA Solution: All access to documents is date and time stamped, by user, enabling a full audit trail.
- Requirement: If the data is processed through a third party (DOMA), entities are required to enter into a chain of trust partner agreement.

- DOMA Solution: DOMA requires a Business Associate Agreement (BAA) established between all customers housing ePHI.

Graham Leach Bliley Act (GLBA)

- Requirement: Encrypting sensitive customer information when it is transmitted electronically via public networks.
 - DOMA Solution: Data is encrypted before transmission, during transmission, and while at rest at our data center.
- Requirement: Ensure that storage areas are protected against destruction or damage from physical hazards, like fire or floods.
 - DOMA Solution: Data is stored in data centers that are SSAE 18 compliant. Multiple copies of stored data ensure recovery capabilities.
- Requirement: Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customer.
 - DOMA Solution: Client access is allowed only through authorized personnel with the correct credentials and passwords. All access to documents is date and time stamped, by user, enabling a full audit trail.

Privacy

- DOMA has kept pace with the emergence of personal information privacy regulations both globally and within the United States. As processors of consumer information,
 - DOMA Solution: As processors of consumer information, DOMA is compliant with the California Consumer Privacy Act (CCPA) and the General Data Protection Regulation (GDPR).

5.0 Cloud Security & Management

As an ISO 27017:2015 registered company, DOMA is a reliable and trusted cloud services provider that takes security seriously. The ability to provide access to documents anytime and anywhere is typically seen as a benefit of cloud services. However, some may feel that online storage may cause a greater risk. DOMA believes that the cloud offers many security advantages over a traditional office environment. We provide the benefit of enterprise class products, and the expertise of people that run those products every day. Members of DOMA's information technology and AWS cloud architecture staff have earned cybersecurity certifications including Certified Information Systems Security Professional (CISSP), Cybersecurity Risk Management, Network Security, Computer Forensics, and Certified Information Security Audit (CISA). DOMA is also listed on the Cloud Security Alliance (CSA) STAR Registry. The Security, Trust, Assurance, and Risk (STAR) Registry is a publicly accessible registry that documents the security and privacy controls provided by popular cloud computing offerings. STAR encompasses the key principles of transparency, rigorous auditing, and harmonization of standards outlined in the Cloud Controls Matrix (CCM) and Consensus Assessment Initiative Questionnaire (CAIQ). Publishing to the registry allows organizations to show current and potential customers their security and compliance posture, including the regulations, standards, and frameworks they adhere to.

Amazon Web Services

Not only does DOMA use Amazon Web Services as our infrastructure of choice, but DOMA is an AWS Select Consulting Partner and an AWS Public Sector Partner. DOMA assists customers of all sizes with design, architecture development, migration and management of their workloads and applications on AWS. As an AWS Partner, DOMA as specific requirements for having AWS Certified individuals on staff to include Software Developers, Solutions Architects and Systems Administrators.

Physical Security

The typical data center will provide vastly superior physical security than a typical office does. Amazon Web Services (AWS) goes above and beyond what is provided by a typical datacenter. DOMA selected AWS because it is the undisputed leader in Infrastructure as a Service (IaaS). We rely on the extensive resources of AWS to implement a robust, resilient, and secure infrastructure. AWS allows DOMA to concentrate our resources on doing what we do best; providing software solutions for our customers.

Encryption & Authentication

DOMA encrypts data both at rest (on the server) and when it is in transit (that means, when it is sent from your device to the server). In a typical client/server environment, encryption is rarely used. DOMA uses encryption algorithms that are validated by Federal Information Processing Standards (FIPS); this means that DOMA uses the same approved methods of encryption in use by the Federal Government.

For at rest encryption, DOMA uses a minimum of 128-bit AES encryption for storing custom field data within the application database and for file level encryption on all objects added to the application (images and file data). During transit, DOMA encrypts all traffic with Transport Layer Security (TLS 1.2).

The DOMA Imaging Application (DIA & SDIA), uses secure tokens to authenticate an account. This means that your username and password are not stored within the applications themselves. If a user password is unique and secure, it should be very difficult for someone to intercept data as it is sent from a local computer to DOMA's servers.

DOMA supports MFA using Google Authenticator as well as U.S. Federal smart cards (PIV and CAC). Multi-factor authentication (MFA) combines two independent credentials: what the user knows (password), what the user has (secure token). The goal of MFA is to create a layered defense and make it more difficult for an unauthorized person to access a physical location, computing device, network or database. If one factor is compromised or broken, the attacker still has at least one more barrier to cross before breaking into the target.

Application Security

DOMA has implemented the following security and monitoring applications to help prevent attacks and ensure the integrity of a customer's data.

- **AWS WAF** is a web application firewall that helps protect web applications from common web exploits that could affect application availability, compromise security, or consume excessive resources. AWS WAF provides control over which traffic to allow or block to web applications by defining customizable web security rules. WAF can be used to create custom rules that block common attack patterns, such as SQL injection or cross-site scripting, and rules that are designed for specific applications. New rules can be deployed within minutes, allowing quick responses to changing traffic patterns.

- **AWS Shield** is a managed Distributed Denial of Service (DDoS) protection service that safeguards applications running on AWS. AWS Shield provides always-on detection and automatic inline mitigations that minimize application downtime and latency. AWS Shield defends against most common, frequently occurring network and transport layer DDoS attacks that target web sites or applications. Using AWS Shield provides protection against all known infrastructure (Layer 3 and 4) attacks.
- **Amazon Macie** is a security service that uses machine learning to automatically discover, classify, and protect sensitive data in AWS. Amazon Macie recognizes sensitive data such as personally identifiable information (PII) or intellectual property and provides dashboards and alerts that give visibility into how this data is being accessed or moved. The service continuously monitors data access activity for anomalies and generates detailed alerts when it detects risk of unauthorized access or inadvertent data leaks.
- **Amazon GuardDuty** is a threat detection service that continuously monitors for malicious or unauthorized behavior to help you protect your AWS accounts and workloads. It monitors for activity such as unusual API calls or potentially unauthorized deployments that indicate a possible account compromise. GuardDuty also detects potentially compromised instances or reconnaissance by attackers. GuardDuty analyzes billions of events for signs of risk. It identifies suspected attackers through integrated threat intelligence feeds and uses machine learning to detect anomalies in account and workload activity. When a potential threat is detected, the service delivers a detailed security alert to the GuardDuty console and AWS CloudWatch Events. This makes alerts actionable and easy to integrate into existing event management and workflow systems.
- **Amazon Security Hub** gives a comprehensive view of high-priority security alerts and compliance status across DOMA's AWS accounts. Security Hub aggregates, organizes, and prioritizes security alerts, or findings, from multiple AWS services, such as Amazon GuardDuty, Amazon Inspector, and Amazon Macie, as well as from AWS Partner solutions. Security Hub provides automated, continuous account level configuration and compliance checks based on industry standards and best practices, such as the AWS Foundational Security Best Practices standard. These checks provide a compliance score and identify specific accounts and resources that require attention. Integrated dashboards bring together security findings across accounts to show current security and compliance status.
- **Tenable Nessus Manager** provides an added layer of vulnerability scanning to discover any vulnerabilities that could be exploited by hackers so that they can be patched and prevented.

6.0 System Administration

DOMA currently supports and manages most customer applications, but customers can assume system administrator duties. As part of the initial site configuration, DOMA will set up the initial user structure with specifically defined rights and permissions as defined by the customer.

All functionality and access within application is based on four primary levels; group rights, user rights, folder rights, index rights.

A user group is first created by granting permissions to perform certain functions within the application, as well as providing access to certain index values and documents within the application. Users are added to the application and placed in appropriate user groups. Lastly, user groups and specific users are granted

access to designated folders and sub folders. There are five main functions assigned to each queue; add, edit, delete, view, and move. Each one of those functions is enabled or disabled for each user and group.

Once the initial framework is configured, the customer administers the application day-forward by managing users, groups, folders, and indexes. Administrative training can include an unlimited number of authorized staff members but is most effective in environments with a limited number of users. Authorized administrative users can continue to work past the initial training period with DOMA support staff to ensure all actions are properly performed.

The customer defines the level of access for management. DOMA does not designate customer user access. Access can be granted based on some form of existing designation or a predefined code. When logged into the application, users will either have approved access to documents and features, authenticated by the username. When an unauthorized user attempts to log into the application, the account is locked upon three incorrect entries. The failed log-in attempts are tracked and logged.

All system activity is tracked and logged in the reporting summaries. Actions can be traced back to system users for full compliance and accountability.

7.0 Scalability & Reliability

DOMA software was designed from the ground up to allow for scalability in both storage capacity as well as processing capability. The architecture of the application allows for back end processes (BEP) to handle the bulk load of searching, indexing, as well as running specific tasks such as Faxing In/Out, OCR, Barcode recognition, etc. Multiple BEPs can be run on one server, or conversely multiple servers can run individual BEPs, allowing many BEPs to run congruently for scalability.

One of the reasons DOMA selected AWS was the flexibility and scalability their data centers can offer. We can quickly scale in current regions or to any of the 24+ geographical regions across the globe. AWS provides DOMA with the power, bandwidth, and capacity it needs to handle short-term and long-term expansion.

DOMA takes full advantage of AWS scalability. AWS allows DOMA to scale out (adding more servers) or scale up (adding more resources to existing servers) depending on need. DOMA can quickly expand processing, memory, or storage needs automatically or on demand. Memory, processing, or storage can be added quickly to existing virtual devices without costly downtime or server rebuilds.

In case of system wide issues, DOMA uses workflow and automation to restore systems to their normal state. Instead of spending days and weeks in rebuilding an environment, DOMA can rebuild an environment within hours. Utilizing technology to rebuild AWS environments and servers allows DOMA to spin up environments in AWS based on customers' needs or when certain issues arise. Automation also reduces human involvement, which decreases the chance of errors.

Application Development

New features, improvements, and fixes are typically deployed on a quarterly basis. Code is peer reviewed and QA reviewed prior to deploying to various levels of acceptance on test/stage environments before moving to production systems. DOMA employs static and dynamic code analysis during the system development lifecycle (SDLC) process. Annual third-party web application assessments are conducted for all production applications.

Patch Management & Maintenance

DOMA uses multiple products to ensure application servers are scanned for vulnerabilities on a monthly basis. Finding are tracked and assigned for remediation during scheduled maintenance periods. All patches are deployed to test and staging environments prior to deployment to production systems. Production systems are patched on the last Sunday of the month. If deemed necessary, Critical/Emergency patches may be pushed outside of maintenance windows with advanced customer notification.

Disaster Recovery

Application and customer data is stored redundantly at multiple availability zones within AWS. Snapshots and backups are created daily and maintained for one year. Customer and application data are replicated to other geographical regions within AWS.

Incident Response

DOMA has a dedicated Incident Response Team (IRT) including and annually updated Incident Response Plan and associated procedures. Our team will coordinate customer notification with your Account Manager in the event of an actual incident. The DOMA IRT conducts bi-annual training exercises to test the ability to manage, respond to, mitigate and remediate the damage of a potential cyber-attacks.

Application Reliability

We constantly monitor our application performance and overall system uptime. DOMA uses multiple third-party sources for automatic notifications to ensure timely response to system issues. We monitor updates from the security community and immediately update our systems when vulnerabilities are discovered. Customers may monitor our applications by using the [DOMA Status Page](#).

8.0 Client Requirements

Using DOMA software requires minimal hardware and software upgrades. In almost all cases, our software should work well on existing equipment.

8.1 Minimum Requirements for Viewing Documents (Zero Footprint):

- Modern Browser (Microsoft Edge, Google Chrome, Apple Safari)
 - TLS v1.2 is required
- Minimum 1366x768 screen resolution

8.2 Additional Requirements for Scanning/Editing Documents:

- Microsoft Windows 10
- Browser w/Click-Once support:
 - Scan/edit supported from Click-Once application (NPAPI)
 - Stand-alone executable available for customers that cannot support NPAPI
 - TLS v1.2 is required
- Microsoft .NET Framework v4.6.2+
- TWAIN or WIA Compliant Scanner with manufacturer provided TWAIN or WIA Driver

- 4GB+ Memory Minimum
- Free HDD space for working with documents.
- Administrative access to local PC may be required (for working with local documents and installation of hardware)

DOMA recommends using Google Chrome or Microsoft Edge for best performance on all platforms.

9.0 Service Level Agreement

1. Service Availability

DOMA Technologies guarantees 99.95% application availability of the service over a trailing 365 period. Scheduled maintenance occurs on the last Sunday of the month between the hours of 12AM and 4AM EST. Emergency maintenance is performed as needed, with customer notification. Non-intrusive application, data replication, and backup processes run daily during non-business hours (5PM – 8AM EST). DOMA uses commercially reasonable efforts to promptly install security patches, updates, and service packs.

DOMA application upgrades will occur at DOMA's discretion upon reasonable notice. Downtime associated with maintenance periods is not factored into overall availability metrics.

2. Shared Responsibility Model

Security and Compliance is a shared responsibility between DOMA and the customer. This shared model can help reduce the customer's operational burden as DOMA operates, manages and controls the application and infrastructure tasks (backup, recovery, redundancy, etc.). Customers should carefully consider the integration of our services into their IT environment, and applicable laws and regulations.

DOMA's applications are deployed as Software as a Service (SaaS). In this model, DOMA manages the entire infrastructure as well as the application provided. The customers are responsible for the following responsibilities:

- Data Security - All data within the application is customer data and customer managed. Audit logs and reporting tools are available for customer use.
- Access Management - Access to the application is customer managed. Users, groups, and permissions of users and groups are customer managed and customer defined. Multi-factor Authentication is available for customer use. User activity logs and reporting tools are available for customer use.

In layman's terms, DOMA will manage and maintain the software – the customer will decide how they want to use the software. DOMA will provide as much, or as little, support in the management of data and data access as the customer needs, but it is ultimately the customers responsibility to enforce.

3. Encryption

DOMA Technologies encrypts all customer data at rest and in transit. DOMA uses encryption algorithms validated by FIPS PUB 140-2, a U.S. government computer security standard used to accredit cryptographic modules. Each customer has uniquely generated encryption keys. DOMA maintains these

keys in an encrypted database that is not customer accessible, nor does it reside with customer databases. Transport Layer Security (TLS) v1.2 is used for encryption in transit.

4. Incident Response

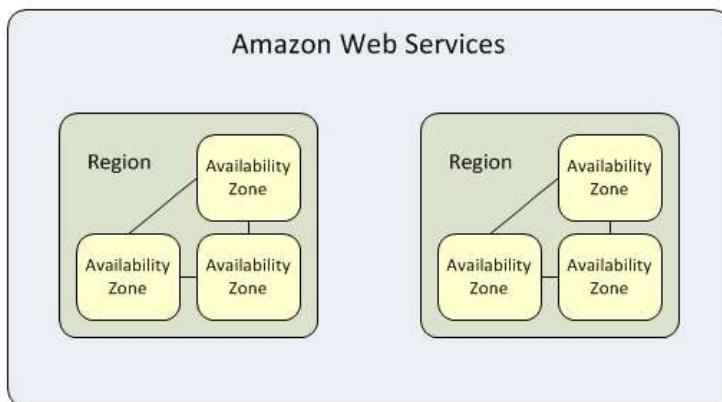
As a Software as a Service (SaaS) provider, DOMA provides services to many customers in multi-tenant and single-tenant environments. As such, DOMA safeguards each customer's right to confidentiality in the event of an incident. DOMA defines the following allocation of security incident responsibilities and procedures between customer and provider (DOMA):

- The scope of information security incidents that DOMA will report to the customer is limited to exposure of DOMA owned intellectual property, peer services, and/or customer specific data.
- DOMA provides Limited Disclosure in the event of a security incident, limiting the exposure level to customers, peer service providers, and partners immediately affected by the detection of an information security incident and the associated responses.
- DOMA will notify customers of incident within 24 hours of discovery.
- DOMA Account Management Office (AMO) will contact customer designated points of contact via email accounts on file.
- Handling of issues relating to information security incidents can be directed to infosec@domaonline.com.

In the event that the customer would like to submit a requests for digital evidence or other information from within the cloud computing environment, please direct all requests to infosec@domaonline.com.

5. Disaster Recovery

DOMA has a living, (updated and tested annually), Disaster Recovery Plan. DOMA follows AWS Best Practices and has designed our infrastructure using proven design patterns and architectural options to provide a redundant and resilient infrastructure. All systems are deployed in multiple Availability Zones ("AZ") and customer data is never located in a single AZ. AZs are clusters of distinct, physically separate data centers within a geographic region. Snapshot and Image based backup and replication processes are used to ensure recovery of operations in the event of a loss of an entire region. DOMA currently provides a RTO (Recovery Time Objective) of 24 hours, and a RPO (Recovery Point Objective) of 4 hours. DOMA supports customer applications within the US-East, and GovCloud (US) Regions.



6. Location of Data and Backups

Customer data stored with Amazon Web Services (AWS) is encrypted prior to storage. DOMA's architecture employs multiple AWS availability zones (AZ). This constitutes a built-in alternate storage site capability for customer data stored AWS S3. S3 uses multiple availability zones by default. The multiple AWS S3 availability zones provide identical security safeguards. The replication of S3 across Availability Zones constitutes a multi-storage site capability to address typical susceptibility to network, power, and hardware outages and provides immediate recovery time and recovery point. Additional redundancy is provided by cross-region replication for disaster recovery purposes.

Using AWS Backup, snapshots and Amazon Machine Image (AMI) backups are created on a daily (and hourly) basis depending on the criticality of the system. At a minimum, ALL systems have a daily backup created, all backups are encrypted, and all backup data is retained for one calendar year. Backups are randomly restored for verifying integrity of backup data during annual restoration exercises. Snapshots and AMI's are stored using AWS S3.

The cloud service provider shall provide the specifications of its backup capabilities to the cloud service customer. The specifications shall include the following information, as appropriate: – scope and schedule of backups; – backup methods and data formats, including encryption, if relevant; – retention periods for backup data; – procedures for verifying integrity of backup data; – procedures and timescales involved in restoring data from backup; – procedures to test the backup capabilities; – storage location of backups. The cloud service provider shall provide secure and segregated access to backups, such as virtual snapshots, if such service is offered to cloud service customers.

All data backed up by AWS is protected via system and file access control mechanisms including AWS Identity and Access Management (IAM) account access controls and S3 bucket access control policies. Amazon does not have the ability to decrypt DOMA data. All data is maintained by DOMA staff; no third-party vendors handle customer data.

Unless otherwise stated, DOMA systems and timestamps within our applications follow U.S. Eastern Time. Systems use network time protocol (ntp) for clock synchronization provided by Amazon Time Sync Service.

7. Data Accessibility and Portability

DOMA maintains uploaded documents and data in the original format as added to the DOMA application. Edited images, regardless of original format, are converted to either industry standard TIF or PDF image format during the document check-in process. Original documents are never deleted or modified, and new versions are created when a document changes. While a customer account is active, customers may request a data export on a one-time or periodic schedule for an additional fee. Exports are provided with document/records in the original format, and metadata provided in a non-proprietary CSV format that allows portability in almost all cases.

8. Customer Support

For the purposes of customer agreements, a support request is defined as a request for support to fix a defect in existing application code or a request for support that involves no modifications to application code. A request may also involve application availability to a user or group of users. A support request is necessary to begin a resolution process.

There are three severity levels of support provided under this SLA. An issue's severity level will be determined exclusively by DOMA. These levels are defined as follows:

Level 1 - This is support provided by the DOMA Help Desk when it receives a support request. This represents generalist support. If this level of support cannot resolve the problem, the support request is transferred to DOMA's Level 2 support, which is the infrastructure support team.

Level 2 - This is support provided by an infrastructure support or subject matter specialist. This level of support does not perform software code modifications to resolve the problem. Operational issues will be resolved at this level. If resolution requires code modification, the support request is escalated to DOMA's Level 3 support team.

Level 3 - This is support provided by a DOMA application developer. This level of support performs software code modifications if required to resolve the problem.

To contact support for DOMA Technologies, a customer may send an email to support@domaonline.com detailing the problem and providing contact information. Contacting support is available via the DX application beacon. Standard support is available during business hours, M-F 8AM – 5PM ET. Afterhours calls are forwarded to on-call technicians who will respond within the appropriate time frame defined by the service agreement. Premium support is available 24x7. Afterhours calls without premium coverage, or any support calls not directly related to DOMA will be charged a \$150 per incident charge.

The following chart is an explanation of the support severity levels and response times:

Severity	Description	Guaranteed Response Time	Estimated Correction Time
1	Critical. The program is unusable. Data is corrupted or system hangs during normal operations. The error severely impacts customer operations.	1 hour	Best efforts to resolve the problem within 24 hours.
2	Major. An important function is not available. Data is not corrupted, but the Customer is unable to accomplish tasks. The error severely restricts customer operations.	3 hours	Best efforts to resolve the problem within 2 business days.
3	Minor. The program does not perform the task in a proper, orderly manner. The customer's productivity is not seriously affected.	8 hours	Best efforts to resolve the problem within 4 business days.
4	Very minor. that is not significant to the Customer's operations. Irritations to the customer causing. The Customer can circumvent the issue with a slight loss of productivity.	24 hours	Best efforts to resolve the problem within 6 business days.
5	Cosmetic. (Graphical user interface GUI, misspellings, etc.....). No loss of productivity.	48 hours	Best efforts to resolve the problem within 14 business days.

Limitations to Standard Support Offering

The following request types (but not limited to) are not covered by Standard Support Offering:

- Performance improvements and PC tuning
- Disinfection of malware infected computers
- On-site support
- Off-hours support
- Questions relating to the function of 3rd party applications or operating systems
- Patching of operating systems, 3rd party applications, and vulnerability patching
- Best practices of network security configuration
- Product training and/or assistance with features and functions
- Product deployment walkthroughs
- Product health checks and tune ups

Responses to such requests are available for an additional fee agreed upon by both parties.

9. Change Management

DOMA has a mature change management program. Application and infrastructure changes go through development and staging environments before being put into a production environment. Changes are documented and must be approved before a major change takes place. A major change is defined as changes that could adversely affect the DOMA service or peer service provider. Once approved, customers will be notified in advance from the DOMA Account Management Office (AMO). Customer notification will include:

- Categories of changes (any changes affecting information security will be highlighted)
- Planned date and time of the changes
- Technical description of the changes to the service and underlying systems
- Notification of the start and the completion of the changes
- Notification of When a cloud service provider offers a cloud service that depends on a peer cloud service provider, then the cloud service provider shall inform the cloud service customer of changes caused by the peer cloud service provider.

Minor changes, defined as changes that will not cause system downtime, occur only during non-business hours: M - F 8PM - 8AM ET, and weekends. Customers are not notified of minor changes.

The standard maintenance period occurs on the last Sunday of the month from 12AM – 4AM ET. Typical patch management processes occur during this maintenance window.

10. Dispute Mediation

Metrics reporting against the SLA resolution targets identified in an agreement will focus on the time needed to resolve tickets by application and severity. This metric will include only the support requests that are referred to DOMA support for resolution. The metrics will be reported using existing standard problem-ticket system reports as available. Quarterly reports will be available upon request.

Issues that have Severity 1 or 2 levels that are not resolved within the maximum acceptable resolution time will result in a customer credit prorated against the monthly application storage charge. All requests for compensation must be received within five business days of the incident. The amount of compensation

may not exceed the customer's monthly recurring charge. The SLA does not apply for any month that the customer has been in breach of DOMA Technologies' Terms of Service or if the account is in default of payment.

For intellectual property rights complaints, please contact support@domaonline.com.

11. Exit Strategy

Except in the case of material breach as described in Paragraph 5.2 of the Master Services Agreement, ninety (90) days termination notice must be given prior to cancelling DOMA service. Upon cancellation date or termination of agreement, DOMA will remove site access and permanently delete all customer data to include record/document images, record metadata, database, storage locations, as well as all backup and replicated data. Depending on the sensitivity of the customer data, federal laws and regulation, and specific requirements outlined in the customer Master Services Agreement, different methods may be used to delete, clean, purge or destroy data and media containing data. In all cases, when customer accounts are no longer active, all customer data is permanently removed. It is in the customers best interest to request a data export prior to the actual cancellation date, typically this is requested at the time of the initial notification to cancel service.

DOMA Technologies, LLC

TERMS OF SERVICE

These Terms of Service ("Terms of Service") are entered into by and between DOMA Technologies, LLC ("DOMA"), a Virginia Limited Liability Company, whose principal place of business is 841 Seahawk Circle, Virginia Beach, VA 23452, and Customer as identified and defined in one or more applicable Digital, Cloud, and/or SaaS Services Agreement(s) (individually and collectively "Services Agreement"), dated and effective as of the date of the last signature on the signature page attached to such Services Agreement executed by Customer ("Effective Date"). DOMA and Customer are each a "Party" and collectively are the "Parties."

These Terms of Service, together with any documents and agreements expressly incorporated by reference, including, without limitation, Customer's applicable Services Agreement (all of which, collectively, are the "Agreement"), govern Customer's access to and use of the Services.

RECITALS

WHEREAS, DOMA is a Cloud Service Provider in the business of providing products, software, document scanning and imaging services, cloud services, document and content management Software as a Service ("SaaS"), exchange hosting services, and additional related services (collectively, "Services"); and

WHEREAS, Customer desires to engage DOMA to provide the Services on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, along with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Agreement

1.1 Services. DOMA agrees to provide Customer the Services as described in the accompanying Services Agreement. Any additional Services may be provided only upon execution of a subsequent Services Agreement between DOMA and Customer by their authorized representatives. Any subsequent Services Agreement shall be automatically included in the definition of "Services Agreement" and be incorporated and integrated into this Agreement upon execution with such additional Services included in the "Services" defined in this Agreement.

1.2 Third Party Resources. DOMA may, at its sole discretion, elect to provide the Services by using third party resources at any time. Third party resources may include, but are not limited to, services, including development services, engineering services, training, manufacturing services, or administrative support; and software (programming and documentation) which are owned by one or more third parties.

1.3 Order of Precedence

This Agreement is comprised of the following documents to include the Recitals above, all of which are fully incorporated into these Terms of Service by reference as if fully set forth herein, and in the event of any conflict or ambiguity between the documents, the following Order of Precedence shall govern:

- A. Executed Terms of Service
- B. Executed Digital Services Agreement
- C.. Service Level Agreement (SLA) (Schedule A)
- D. Other Documents (Authorization to Transfer/Business Associate Agreement)

Notwithstanding this Order of Precedence, DOMA hereby reserves the right to modify the SLA at any time, at its sole discretion. DOMA will notify Customer of any modifications to this SLA in writing or via its website.

2. Contract Administration

2.1 Principal Contact. The Parties will designate and maintain principal contacts ("Principal Contacts") who have the authority to modify and amend this Agreement and receive Notifications related this Agreement. The Principal Contacts shall be specified in the accompanying Services Agreement.

2.2 Authorizations. Only the Principal Contacts are authorized to amend or modify this Agreement unless the Principal Contact delegates authority to an Account or Project Manager.

2.3 Replacement of Principal Contact. If either Party decides at any time to replace the person serving as its Principal Contact, it may do so by advance written notice to the other Party.

2.4 Notification. Any notice to be given under this Agreement, except payments, which shall be sent to the Payment Point of Contact identified in the accompanying Services Agreement, shall be provided to the Principal Contact. Any notice shall be deemed given when sent by registered or certified mail, regular mail, facsimile, or electronic mail, directed to the Principal Contact of the Party being notified, and shall be deemed received the day the notice is delivered by hand, or transmitted by facsimile (provided for facsimile there is a facsimile confirmation), or the next business day after it is deposited with an overnight delivery service such as Federal Express or three business days after it is deposited in the United States mail. For notice by electronic mail, such transmission shall be deemed received upon acknowledgement of the other Party or upon receipt of a delivery/read receipt.

3. Invoicing

3.1 Unless a different invoicing procedure is set forth the applicable Services Agreement, upon the Effective Date, DOMA will invoice Customer for all applicable initial site configuration, project implementation, and business process assessment fees. Thereafter, DOMA will invoice Customer on or about the first (1st) day of each month for all monthly costs for the Services including any software subscription, support and/or maintenance fees, storage fees, federal, state, and local taxes. All end-user training fees will be invoiced immediately upon completion of any training activities. All amounts invoiced hereunder are due and payable within thirty (30) days of the date of the invoice.

3.1.1. For all Services, all amounts due and owing after thirty (30) days shall be assessed an interest rate of 1.5% per month. Any disputes on an invoice not submitted by Customer to DOMA in writing within ten calendar (10) days of the date of the invoice are deemed waived.

3.2 Any sum due and owing to DOMA that is not paid by Customer within ninety (90) calendar days after receipt of the applicable invoice shall constitute a material breach of this Agreement by Customer and DOMA, at its sole option, may (1) terminate this Agreement immediately, or (2) refuse or suspend access to the Services after providing at least three calendar days' notice of such refusal or suspension. If Customer is consistently delinquent (defined as being late in the payment of any three (3) or more undisputed invoices in a twelve (12)-month period) DOMA may require payment by certified check prior to continuing performance of the Services.

3.3 Customer will provide an executed Services Agreement to DOMA when requesting any Services to be provided under this Agreement.

4. Contract Term

Unless set forth differently in the applicable Services Agreement, this Agreement shall commence on the Effective Date and continue until the earlier of (i) the date twelve (12) months from the Effective Date (the "Initial Contract Term"), after which it shall automatically renew for successive 12-month terms (a "Renewal Contract Term") unless terminated in accordance with this Agreement or (ii) the date of any termination pursuant to this Agreement

Early termination by Customer without cause (for avoidance of doubt, this means if Customer terminates for convenience rather than for breach by DOMA) will result in forfeit by Customer of any discounts to the monthly rate, and will require full payment of remaining Contract Term balance for the entire term plus a 15% early termination fee. The 15% early termination fee will be based on the remaining Contract Term balance at the full monthly rate.

5. Termination

5.1 For Convenience. Either Party may terminate this Agreement by a written notice of termination delivered to the other Party's Principal Contact with at least ninety (90) days' advance notice.

5.2 For Cause. If DOMA materially breaches this Agreement, Customer must notify DOMA's Principal Contact of the breach in writing and must provide DOMA thirty (30) days to cure said breach. If said breach is not cured by DOMA within thirty (30) days, the Customer may terminate this Agreement immediately by a written notice of termination sent to DOMA's Principal Contact. If Customer fails to pay any amounts due to DOMA within ninety (90) days after receipt of the invoice for such amounts, DOMA may, three (3) days after written notice in accordance with Sections 2.1 and 2.4 herein, terminate this Agreement. At the sole election of DOMA, instead of termination it may suspend performance until Customer pays the amounts due. If Customer materially breaches this Agreement, DOMA shall be entitled to terminate this Agreement immediately upon written notice to Customer. Either Party may terminate this Agreement, effective immediately, upon written notice, if (a) all or a substantial portion of the other Party's assets are transferred to an assignee for the benefit of creditors or to a receiver or trustee in bankruptcy; (b) a proceeding is commenced by or against the other Party for relief under the bankruptcy or similar laws and such proceeding is not dismissed within thirty (30) days, or (c) the other Party is adjudged bankrupt or insolvent.

5.3 Effect of Termination. Upon termination of this Agreement, any rights granted under this Agreement to Customer shall immediately terminate, and all of Customer's rights to use the Services and DOMA Intellectual Property (as defined below), shall immediately cease. The provisions, if any, for return of Customer Data, will be expressly provided within the SLA or in the Services Agreement. Customer shall immediately cease, and terminate all employees', customers', or other end-users' ability to use the Services or DOMA Intellectual Property. Expiration or termination of this Agreement shall not relieve Customer from its liability to pay any fees which have accrued as of the date of expiration or termination, or from any obligation which arose during the Agreement.

5.4 Maintenance of Customer Data. For the purposes of this Agreement, "Customer Data" or "Data" shall mean all data, information, or material provided in whatever form, inputted, or submitted by Customer or on Customer's behalf into the Services, which may include data relating to Customer's employees or customers. Unless otherwise provided in the SLA or Services Agreement, upon expiration or termination of this Agreement, Customer will no longer have access to Customer Data stored and maintained by DOMA. DOMA will maintain Customer Data for a period of up to ninety (90) days from Agreement termination, after which DOMA will securely and permanently delete all Customer Data from DOMA systems and verify destruction using a Document Destruction Form. DOMA shall incur no liability to Customer or to any third party for the permanent deletion of Customer Data. Since this is an unrecoverable process, Customer must request exports of Customer Data prior to termination of the Agreement. Customer will be charged for this service as reflected in the Services Agreement.

6. Transmission of Data

Any transmission of Data by or through Customer, whether by electronic means or hard copies, must be accompanied by an "Authorization to Transfer Records Form" in the format provided by DOMA. Customer agrees that DOMA may rely on the signatory to the Form as an authorized designee of the Principal Contact with authority to order any management, transmission, or conversion of, service for, or disposal or removal of Customer's Data identified on the Form. Customer warrants that it has the legal right and authority to possess and allow DOMA to process any Data provided to DOMA under this Agreement. Any electronic Data that Customer may provide to DOMA in connection with DOMA's performance of the Services shall be server ready, meaning that they shall be in a condition and form which requires no additional manipulation or verification on the part of DOMA. Customer is solely responsible, at its sole expense, for providing Data that meets DOMA's requirements. DOMA shall not be responsible for any delays in providing Services resulting from Customer's failure to timely provide Data meeting DOMA's requirements. DOMA shall not be required to process any Data that fails to conform with DOMA's requirements. In the case of Data which does not meet DOMA's requirements, DOMA may reject such Data that Customer has placed, attempted to place, or has requested to be placed on DOMA's servers. DOMA will notify Customer of its rejection and provide

Customer with a reasonable opportunity to amend or modify such Data to meet DOMA's requirements.

6.1 Security. Customer is solely responsible for the selection, authorization, monitoring, and supervision of each of its employees' or agents' use of the Services and transmission of Data to DOMA under this Agreement. Under no circumstances shall DOMA be responsible for the act(s) or omission(s) of any of Customer's employees or agents, or for the content of the Data provided by Customer passing through DOMA's network or the Services. Customer shall not permit anyone other than its employees (and any authorized contractors or consultants who are responsible for supporting Customer's relevant business operations) to use the Services. Customer agrees that the Services will be used only in accordance with this Agreement and the operating instructions and procedures established by DOMA and provided from time to time by DOMA to Customer. Any Data transmitted to DOMA by Customer or placed on DOMA's servers by Customer shall be free of all malicious code, including without limitation, disabling devices, drop dead devices, time bombs, trap doors, trojan horses, worms, computer viruses and mechanisms that may disable or negatively impact the servers. If DOMA discovers that any Customer Data contains malicious code or is otherwise corrupted and damages DOMA's servers, DOMA reserves the right to charge Customer for the cost of any additional time or resources required to cure such damage .

DOMA reserves the sole right to deactivate or suspend use of the Services on an individual user or account basis if a user or an account is found or is reasonably suspected to involve or facilitate illegal, abusive, or unethical activities. Such activities include, without limitation, pornography, obscenity, nudity, violations of law, violation of license terms, hacking, seeking to gain access to DOMA hosted information including that of DOMA's other Customers, disseminating computer viruses, or business activities requiring licensure not properly obtained, unsolicited bulk spam mail messages, impersonation of originating messages (i.e., spoofing), breach of security, or any harassing or harmful materials or uses.

Customer shall provide to DOMA written information about each user (user is defined as an individual requiring systems access) for DOMA to provide the Services. All users accessing the Services will be required to enter a user identification and password. No user shall permit any other person to use the user identification and password. Furthermore, DOMA is not liable for actions committed by an authorized user. If requested by DOMA, Customer will designate certain employees or agents to be responsible for managing the tools and resources required and identifying the users authorized to use the Services. Customer is solely responsible for any action or failure to act by any employee, agent or user which adversely affects: (i) the security and integrity of the Services, (ii) the reliability, integrity, or accuracy of any Data within the Services, or (iii) Customer's use or availability of the Services.

DOMA may audit Customer's use of the Services (e.g., through use of software tools) to assess whether Customer's use of the Services is in accordance with the terms of this Agreement. Customer agrees to cooperate with DOMA's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Customer's normal business operations. Customer agrees to pay within thirty (30) days of written notification any fees applicable to Customer's use of the Services in excess of Customer's rights. If Customer does not pay, DOMA can end Customer's Services and/or Customer's Services. Customer agrees that DOMA shall not be responsible for any of Customer's costs incurred in cooperating with the audit. Failure of Customer to comply with these requirements constitutes a material breach of this Agreement.

DOMA may use tools, scripts, software, and utilities (collectively, the "tools") to monitor and administer the Services and to help resolve Customer service requests. The tools will not collect, report or store any of Customer Data residing in the Services production environment except as necessary to troubleshoot service requests or other problems in the Services. All data and Customer Data collected by the tools (excluding production data) may also be used to assist in managing DOMA's product and Services portfolio and for license management. Customer agrees that (a) except as set forth in the following paragraph, Customer may not access or use the tools, and (b) Customer will not use or restore the tools from any backup at any time following termination of this Agreement.

If DOMA provides Customer with access to or use of any tools in connection with the Services, Customer's right to use such tools is governed by the license terms that DOMA specifies for such tools; however, if DOMA does not

specify license terms for such tools, Customer shall have a non-transferable, non-exclusive, limited right to use such tools solely to facilitate Customer's administration and monitoring of the Customer services environment, subject to the terms of this Agreement. Any such tools are provided by DOMA on an "as is" basis and DOMA does not provide technical support or offer any warranties for such tools. Customer's right to use such tools will terminate upon the earlier of DOMA's notice (which may be through posting on the DOMA support site), the end of the Services term, or the date that the license to use such tools ends under the license terms specified for such tools.

DOMA represents that the web server hosting the application used to provide the Services will equal or exceed the security requirements of the NIST 800-52 standard, including, but not limited to, server configuration to (i) use TLS 1.2 and at least 3DES; (ii) not allow SSL or TLS 1.0; and (iii) use one of the cypher suites listed in NIST 800-52 for TLS 1.2. DOMA represents that it is committed to safeguarding private information by applying best practices as a processor regarding General Data Protection Regulation ('GDPR').

6.2 Technical Contact. The technical support point of contact for the purpose of addressing any technical issues that arise with respect to the transmission of Data according to this Agreement will be:

Technical Points of Contact:

Name:	Technical Support Line
Phone:	800-471-3080
E-mail:	support@domaonline.com

DOMA may also designate a "named" technical point of contact or change the Technical Support Line number from time to time, at its sole discretion, which will be communicated to Customer by written notice.

6.3 Project Management Contact. Each Party may also designate a project management point of contact.

6.4 Project Manager. The Party's Principal Contact may also delegate authority to a Project Manager with a written defined scope of authority provided to the other Party.

7. Non-Solicitation

Customer and DOMA acknowledge and agree that each other's employees are critical to their providing and receiving the Services, products, and other Services contemplated by this Agreement. Therefore, during the term of this Agreement neither Party shall directly solicit any person who is an employee of the other Party. The foregoing will not apply to (i) any broad-based efforts to attract applicants not targeted directly to a Party or their respective personnel, or (ii) any applications submitted or inquires made by personnel of either Party not at the request of the other.

8. Limited Warranty

8.1 DOMA WILL PERFORM THE SERVICES IN ACCORDANCE WITH THIS AGREEMENT. CUSTOMER ACKNOWLEDGES AND AGREES THAT DOMA MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE FEATURES, FUNCTIONS, AVAILABILITY, OR OPERATION OF THE SERVICES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, IF ANY. IF DOMA DISCOVERS OR IS NOTIFIED OF ANY ERROR OR DEFICIENCY IN THE SERVICES, IT WILL NOTIFY CUSTOMER AND TAKE COMMERCIALY REASONABLE EFFORTS TO CORRECT SAME IN ACCORDANCE WITH THE SLA.

8.2 THE CUSTOMER DATA TRANSMITTED BY CUSTOMER AND MAINTAINED BY DOMA UNDER THIS AGREEMENT ARE THE SOLE RESPONSIBILITY OF CUSTOMER. DOMA MAKES NO WARRANTY OR REPRESENTATION TO CUSTOMER REGARDING THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DATA SUPPLIED BY CUSTOMER, WHETHER AS INDEXING INFORMATION, A DOCUMENT, OR OTHER MATERIALS OR REGARDING THE ACCURACY OF DOCUMENT CONVERSION. DOMA SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON WITH RESPECT TO ANY DAMAGES OR LOSSES REALIZED BY THEIR RELIANCE UPON ANY SUCH INFORMATION OR DATA. CUSTOMER ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR VERIFYING TO ITS

SATISFACTION THE ACCURACY OR COMPLETENESS OF ANY DATA TRANSMITTED TO OR THROUGH THE SERVICES AND ON WHICH CUSTOMER RELIES IN ITS USE OF THE SERVICES. CUSTOMER IS SOLELY RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF ITS DATA. DOMA WILL NOT BE RESPONSIBLE FOR CORRECTING ANY ERROR OR DEFECT RESULTING FROM INACCURATE, FAULTY, OR NONCONFORMING DATA PROVIDED BY CUSTOMER. CUSTOMER REPRESENTS THAT IT HAS ALL REQUISITE AUTHORITY TO REQUEST PERFORMANCE OF SERVICES BY DOMA. CUSTOMER IS SOLELY RESPONSIBLE FOR THE HANDLING OF AND RESPONSE TO DATA SUBJECT ACCESS REQUESTS ('DSAR') PURSUANT TO THE GENERAL DATA PROTECTION REGULATION ('GDPR').

8.3 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, DOMA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE WHATSOEVER REGARDING ANY SERVICES PROVIDED UNDER THIS AGREEMENT. DOMA MAKES NO WARRANTY THAT (A) THE SERVICES WILL PERFORM WITHOUT INTERRUPTION OR FREE FROM ERRORS OR THAT DOMA WILL CORRECT ALL ERRORS; (B) THE SERVICES WILL OPERATE IN COMBINATION WITH CUSTOMER DATA OR CUSTOMER APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY DOMA; AND (C) THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. DOMA MAKES NO WARRANTY WITH REGARD TO THE FEASIBILITY OF, OR EASE OF IMPLEMENTATION AND/OR INTEGRATION OF THE SERVICES. DOMA MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD PARTY CONTENT, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT.

CUSTOMER ACKNOWLEDGES THAT DOMA DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. DOMA IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. DOMA IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM CUSTOMER'S CONTENT OR CUSTOMER'S APPLICATIONS.

FOR ANY BREACH OF THE SERVICES AVAILABILITY, CUSTOMER'S EXCLUSIVE REMEDY AND DOMA'S ENTIRE LIABILITY SHALL BE THAT PROVIDED FOR IN THE SLA.

THE SERVICES AND ANY TOOLS, APPLICATIONS, INFORMATION OR MATERIALS PROVIDED TO CUSTOMER IN CONNECTION WITH THE SERVICES ARE PROVIDED "AS IS," AND ALL WARRANTIES OF ANY KIND, PAST OR PRESENT, WHETHER STATUTORY, COMMON LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RESULTS OR OUTPUT, SECURITY, AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED BY DOMA TO THE FULLEST EXTENT PERMITTED BY LAW.

TO THE EXTENT NOT PROHIBITED BY LAW, ANY WARRANTIES PROVIDED BY DOMA ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS, SATISFACTORY QUALITY, OR ANY OTHER WARRANTIES OR CONDITIONS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DOMA OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF DOMA'S OBLIGATIONS HEREUNDER.

9.1 Indemnification; Limits of Liability

Customer agrees to indemnify, defend (at DOMA's sole option), and hold harmless DOMA (including its directors, employees, officers, shareholders, members, successors, subsidiaries and agents) from and against any and all costs, expenses, losses, claims, judgments, liabilities, damages, actions or causes of action (including, without limitation, reasonable attorneys' fees and court costs) (collectively, "**Claims**") arising out of or related in any way to (a) any breach or alleged breach by Customer of the representations, warranties, covenants, or obligations set forth in this Agreement; (b) Customer's use of the Services in breach of this Agreement; (c) Customer's misuse of usernames or passwords; (d) DOMA's authorized use of the Customer Data in providing the Services including, but not limited to, claims of infringement of intellectual property rights; (e) any use of or reliance on the Customer Data; (e) any taxes owed by Customer; and (f) Customer's negligence or intentional acts.

9.2 EXCEPT FOR THE RESPONSIBILITIES SET FORTH IN ANY BUSINESS ASSOCIATES' AGREEMENT EXECUTED AND INCORPORATED AS PART OF THIS AGREEMENT, DOMA'S TOTAL CUMULATIVE LIABILITY FOR ANY ACTUAL OR ALLEGED DAMAGES, COSTS, AND ANY AND ALL CLAIMS, ARISING OUT OF, BASED ON, OR IN ANY WAY RELATING TO THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY, SHALL BE LIMITED TO CUSTOMER'S DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF FEES PAID TO DOMA BY CUSTOMER DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENTS THAT GIVE RISE TO THE SUBJECT CLAIM. IN NO EVENT SHALL DOMA HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO LOST PROFITS, LOSS OF USE OF THE SERVICES, REPLACEMENT SERVICES, LOSS OR CORRUPTION OF DATA, INTERRUPTION OF BUSINESS, OR LOSS OF BUSINESS GOODWILL OR BUSINESS REPUTATION, WHETHER THE RELATED CLAIM IS UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF DOMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. CUSTOMER AGREES AND HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR IN ANY COUNTERCLAIM BROUGHT AGAINST CUSTOMER FOR ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT. IN NO EVENT SHALL DOMA BE LIABLE FOR ANY THIRD-PARTY CLAIM. THE EXCLUSIVE REMEDY FOR ANY DELAY OR DEFICIENCY IN DOMA'S PERFORMANCE OF THE SERVICES OR DELIVERY OBLIGATIONS UNDER THIS AGREEMENT SHALL BE THE SERVICE CREDITS PROVIDED FOR IN THE SERVICE LEVEL AGREEMENT.

DOMA SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD-PARTY FOR ANY INJURY, CLAIM OR DAMAGES, UNDER ANY THEORY OF LIABILITY, ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF THE SERVICES. CUSTOMER IS SOLELY RESPONSIBLE FOR THE ACCURACY AND APPLICABILITY OF THE CUSTOMER DATA IT PROVIDES AND DOMA SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE ACCURACY OF CUSTOMER DATA. DOMA SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY OF ANY RESULTS RECEIVED BY CUSTOMER FROM THE SERVICES AND DOMA SHALL NOT BE LIABLE FOR ANY DECISIONS MADE BY CUSTOMER BASED ON ANY CUSTOMER DATA, OUTPUT, OR ANALYTIC DATA RECEIVED FROM CUSTOMER'S USE OF THE SERVICES.

9.3 The provisions in these Sections 9.1 through 9.3 shall survive the termination or expiration of this Agreement.

10. Confidentiality

"Confidential Information" means any information that either Party discloses to the other in connection with this Agreement regardless of whether it is marked as confidential or proprietary or which is designated as Confidential Information in this Agreement. The Services, terms of this Agreement, and pricing associated with this Agreement are deemed Confidential Information.

10.1 Unless the Disclosing Party authorizes in writing or this Agreement provides otherwise, the Receiving Party shall retain Confidential Information in confidence and take the same precautions to protect its confidentiality that it would to protect its own Confidential Information. The Confidential Information of the Disclosing Party will not be used by the Receiving Party or any of the Receiving Party's employees, officers, directors, independent contractors, or subcontractors (collectively, "Representatives") for any purpose other than the exercise of the Receiving Party's rights and the performance of its obligations pursuant to this Agreement. Confidential Information does not include information that: (i) is in the public domain by no fault of the Receiving Party; (ii) is developed independently by the Receiving Party without knowledge of the Confidential Information; (iii) is or comes into the Receiving Party's rightful possession without use or disclosure restrictions; or (iv) is required to be disclosed by law or by any governmental agency having jurisdiction pursuant to an order to produce or in the course of a legal proceeding pursuant to a lawful request for discovery. Neither Party shall use the name, service marks or trademarks of the other Party without the express written consent of the other Party or as specified and agreed upon.

10.2 In addition to the requirements of Section 10.1, any Personally Identifiable Information disclosed by Customer to DOMA or with which DOMA otherwise comes in contact while providing the Services will be deemed Confidential Information (except that the exclusions in clauses (i) through (iii) of Section 10.1 do not apply to Personally Identifiable Information), regardless of whether it is labeled or designated as such. DOMA shall not: (A) use Personally Identifiable Information for any purpose other than as reasonably necessary to fulfill the terms of this Agreement; (ii) disclose Personally Identifiable Information to any third party, including without limitation subcontractors or consultants, without prior written consent of Customer; or (iii) make Personally Identifiable Information available to any employees, agents, or other representatives of DOMA except those with a need to know. "Personally Identifiable Information" means any and all personally identifying information about any individual customer, shareholder, employee, contractor, or family member of an employee of Customer or any Customer affiliate, including without limitation an individual's name, Social Security number, employee number, tax identification number, financial account information, birth date, physical address, email address, user name, password, IP address, telephone number, health plan information, or medical information.

10.3 Security. In performing the Services, DOMA follows an established Information Security Management System that complies with ISO 27001:2013 and ISO 27017:2015 standards. The information security program is subject to change at DOMA's discretion; however, DOMA program changes will not result in a material reduction in the level of protection provided for Customer Data during the period for which fees for the Services are paid. DOMA reserves the right to provide the Services from locations, and through use of subcontractors, worldwide. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and ownership of all Customer Data. In the event of any Breach of Security, DOMA will comply with the breach reporting requirements in its information security program and all applicable laws. For purposes of this Agreement, "Breach of Security" shall mean unauthorized access to, acquisition of, or disclosure of, Personally Identifiable Information or any individuals' information which was held in the custody or control of DOMA or its subcontractors of any tier, agents or other representatives, or a reasonable belief by either DOMA or its subcontractor of any tier, agent or representative that such unauthorized access, acquisition, or disclosure has occurred.

11. Insurance Requirements

Customer must always, maintain and keep in force during the term of this Agreement business liability insurance coverage including general commercial liability, cyber security liability, and property damage.

All insurance policies must be issued by a licensed insurer and authorized to conduct business within the state(s) where the project is located. Customer shall notify DOMA in writing of any lapse in coverage, coverage modifications, or renewals thirty (30) days prior to any expiration, modification, or renewal of insurance coverage.

11.1 Waivers of Subrogation - DOMA and Customer waive all rights against each other and their subcontractors (including their sub-subcontractors, agents, and employees), consultants, agents and employees, for damages caused by fire or other causes of loss to the extent of the actual recovery of insurance proceeds, except such rights as they may have to the proceeds of such insurance. The Customer shall require its consultants, subcontractors, agents, and employees, by appropriate agreements similar waivers. The policies shall provide such waivers of subrogation in the policy form or by endorsement. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether the person or entity had an insurable interest.

11.2 DOMA reserves the right to require a full and complete copy of any insurance policy for review prior to commencement of work under this Agreement.

12. HIPAA and HITECH Compliance

To the extent applicable to the Services provided by DOMA pursuant to this Agreement they will comply with the Privacy and Security Rules promulgated by the Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH"). The Services provided by DOMA pursuant to this Agreement, shall not in and of themselves cause Customer to be in violation of HIPAA or HITECH or any regulations promulgated thereunder.

13. Compliance with Laws

By its receipt of fees as provided herein, DOMA shall not be in violation of applicable federal and state laws and regulations related to clinical documentation practices and coding of clinical services. DOMA shall not cause Customer to submit any claim for reimbursement or payment from any health care plan, including, but not limited to, Medicare and Medicaid, that does not conform to applicable laws and regulations. DOMA acknowledges that Customer is relying upon the foregoing assertion of HIPAA and HITECH compliance and compliance with other laws when entering into this Agreement with DOMA.

14. Intellectual Property and other Proprietary Rights

This Agreement does not transfer to Customer any intellectual property or other proprietary right of DOMA, including without limitation the Services, software, documentation, modifications, enhancements and other intellectual property rights related to the Services, any works, derivative works, deliverables, or products developed through use of the Services, or provided or created under this Agreement, and any Confidential Information, copyright, trade secret, trademark, and patent rights of DOMA ("DOMA Intellectual Property"). DOMA reserves all right, title, and interest in DOMA Intellectual Property, which is solely the property of DOMA, its suppliers or licensors, and Customer shall have no right, title, or interest thereto, except as may be expressly provided in this Agreement. Customer shall not reverse engineer, transfer, assign, copy, sell, rent, share, modify, duplicate, reproduce, translate, or use any DOMA Intellectual Property for purposes other than as expressly permitted by this Agreement. Customer shall notify DOMA promptly upon any unauthorized disclosure, use or copying of the DOMA Intellectual Property of which Customer becomes aware. Upon the expiration of the Services or the termination of this Agreement, except as otherwise provided in this Agreement, Customer shall return any DOMA Intellectual Property and all copies thereof to DOMA, or at the request of DOMA, destroy, and certify in writing the destruction of, all DOMA Intellectual Property and all copies thereof.

14.1 To the extent Customer is a U.S. government entity or if this Agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR), Customer acknowledges that the Services and are provided as "commercial items" or "commercial computer software" as those terms are defined in 48 C.F.R. 2.101, or other applicable laws and developed exclusively at private expense by DOMA and are being licensed to the U.S. government as commercial computer software subject to restricted rights as described in 48 C.F.R. 2.101, 12.211 and 12.212 and other applicable law. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms

of this Agreement as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement ("DFARS") and its successors. This Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data.

14.2 Customer hereby represents and warrants to DOMA that it and its Customers, employees, agents, affiliates, and users are the owner or legal custodians of the Data, have the full right and authority to transmit to DOMA all Data transmitted pursuant to this Agreement, and have the right to use any patented, copyrighted, trademarked or proprietary material which Customer may use, post, or otherwise transfer to, or by way of, DOMA's servers or the Services. Customer warrants that it shall reimburse DOMA for any expenses reasonably incurred by DOMA (including reasonable legal fees) by reason of DOMA's compliance with the instructions of Customer in the event of a dispute concerning the ownership, custody or disposition of Data stored or processed by DOMA.

14.3 DOMA hereby represents and warrants to Customer that it has the right to provide the Services to Customer. In the event of any material breach or alleged breach of the foregoing representation and warranty by DOMA, DOMA shall be required to: i) procure, at DOMA's expense, the right to use the Services, ii) replace the Services or any part thereof that is in breach with Services of comparable functionality that does not cause any breach, or iii) refund to Customer the full amount of the license fee upon the return of the Software and all copies thereof to developer and to reimburse Customer for any costs, fees, or damages arising from any breach or alleged breach of the foregoing representations and warranty

15. Governing Law; Venue

The interpretation and enforcement of this Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to any conflict of law provisions. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of or related to this Agreement shall be brought against either of the Parties only in the courts of the Commonwealth of Virginia, City of Virginia Beach, or if it can acquire jurisdiction, in the United States District Court for the Eastern District of Virginia, Norfolk Division, and each Party consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and irrevocably waives any objection to venue. Each Party waives its rights to a jury trial. Process in any such action or proceeding may be served on any Party anywhere in the world.

16. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all other prior agreements, course of dealings, and understandings, both written and oral, between Customer and DOMA with respect to the subject matter of the Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement on behalf of their respective Parties.

17. Severability

Any provision of this Agreement held to be illegal or unenforceable shall be deemed amended to conform to applicable laws or regulations, or, if it cannot be so amended without materially altering the intention of the Parties, it shall be stricken, and the remainder of this Agreement shall continue in full force and effect.

18. Waiver; Modification

The waiver or failure of either Party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of further rights hereunder. No waiver or any modification of this Agreement shall be effective unless it is in writing signed by the Principal Contacts of each Party, and then only to the extent expressly set forth in such writing.

19. Assignment

Neither Party may assign this Agreement nor any rights or obligations under this Agreement without the other Party's written consent. Any attempted assignment or delegation in violation of the immediately preceding sentence will be void and of no effect. Except as expressly set forth herein, nothing in this Agreement shall be construed as giving any person or entity, other than the Parties hereto and their permitted successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.

20. Force Majeure

Except for the payment obligations of Customer, which shall remain in full force and effect regardless of any Force Majeure Event, this Agreement and the Parties' obligations hereunder shall not be affected or impaired because a Party is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of Force Majeure Event and such Party's obligations under this Agreement shall be suspended by any such Force Majeure Event. "Force Majeure Event" is defined as any cause beyond such Party's reasonable control or anticipation, including, without limitation, events excusable under common law, failure of the internet, acts of war, acts of God, terrorism, earthquake, hurricanes, flood, fire or other casualty, embargo, riot, sabotage, governmental act, insurrections, epidemics, pandemics, quarantines, supply chain disruptions, failure of power, and condemnation; provided, however, that if the performance of either Party is suspended under this Section 20 for at least fifteen (15) consecutive days, the other Party may terminate this Agreement by written notice to the Party whose performance is suspended.

21. Survival

Sections 3 (Invoicing), 5.3 (Effect of Termination), 8 (Warranties), 9 (Indemnification; Limits of Liability), 10 (Confidentiality), 13 (Compliance With Laws), 14 (Intellectual Property and Other Proprietary Rights); 15 (Governing Law; Venue); 19 (Assignment); and 24 (Export) of this Agreement, and all other sections which by their nature are survivable shall survive termination or expiration of this Agreement. Except as expressly provided in this Agreement, any termination of this Agreement, expiration, or cancellation of the Services shall not affect any accrued remedies or liabilities of either Party and shall not affect or impair any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after that expiration, cancellation, or termination.

22. Independent Contractors

Nothing contained in this Agreement will be deemed to create any agency, joint venture, partnership, or similar relationship between the Parties to this Agreement. Nothing contained in this Agreement will be deemed to authorize either Party to this Agreement to bind or obligate the other Party. DOMA is an independent contractor, and neither DOMA nor its employees are, or shall be deemed, Customer's employees.

23. Hosting Suppliers

Customer acknowledges that DOMA currently uses a third party company (the "Hosting Supplier") to host the software and technology used to provide the Services delivered under this Agreement.

24. Export

Export laws and regulations of the United States and any other relevant export laws and regulations may apply to the Services. To the extent they apply, Customer agrees that such export control laws governs Customer's use of the Services provided under the Agreement. Customer shall not export, re-export, transmit, or transfer the Services, or information from the Services either directly or indirectly in violation of these laws and Customer agrees that it shall not export, re-export, transmit, or transfer the Services or information from the Services outside the United States without DOMA's prior written permission.

25. Opt Out. The Parties hereby acknowledge and agree to opt-out of the Virginia Uniform Computer Information Transactions Act for the purposes of this Agreement.

26. Information Security Contact.

Each Party will designate an information security point of contact for security issues on this Agreement. These initially will be:

For DOMA Technologies, LLC:

Security Point of Contact:	Chandler Pitcher, Chief Technology Officer
Mailing Address:	841 Seahawk Circle Virginia Beach, VA 23452
Business Phone:	(757) 306-4920 ext. 330
E-mail Address:	chandler.pitcher@domaonline.com

For Customer:

Principal Contact:	[Insert]
Mailing Address:	[Insert]
Business Phone:	[Insert]
E-mail Address:	[Insert]

27. Acknowledgment

By signing below, you acknowledge that you are authorized to enter into this Agreement with DOMA on behalf of Customer and bind Customer to its terms, and Customer hereby acknowledges, agrees, and represents that Customer has reviewed, understands, accepts, and agrees to the terms and conditions detailed in this Terms of Service and Schedule A (Service Level Agreement) document. In the event of any conflict or ambiguity between these documents, the order of precedence set forth in DOMA's Terms of Service shall control. This Agreement is effective upon the date of the last signature below (the Effective Date).

Customer	DOMA Technologies, LLC
Name:	Name: Wayne DeAtley
Title:	Title: SVP of Contracts
Signature:	Signature:
Date:	Date:

SCHEDULE A: Service Level Agreement

1. Services Availability

DOMA Technologies guarantees 99.95% application availability of the Services over a trailing 365 period. Scheduled maintenance occurs on the last Sunday of the month between the hours of 12AM and 4AM EST. Emergency maintenance is performed as needed, with customer notification. Non-intrusive application, data replication, and backup processes run daily during non-business hours (5PM – 8AM EST). DOMA uses commercially reasonable efforts to promptly install security patches, updates, and service packs.

DOMA application upgrades will occur at DOMA's discretion upon reasonable notice. Downtime associated with maintenance periods is not factored into overall availability metrics.

2. Shared Responsibility Model

Security and Compliance is a shared responsibility between DOMA and the customer. This shared model can help reduce the customer's operational burden as DOMA operates, manages, and controls the application and infrastructure tasks (backup, recovery, redundancy, etc.). Customers should carefully consider the integration of our Services into their IT environment, and applicable laws and regulations.

DOMA's applications are deployed as Software as a Service (SaaS). In this model, DOMA manages the entire infrastructure as well as the application provided. Customer is responsible for the following:

- Data Security - All data within the application is Customer data and Customer managed. Audit logs and reporting tools are available for customer use.
- Access Management - Access to the application is Customer managed. Users, groups, and permissions of users and groups are Customer managed and Customer defined. Multi-factor Authentication is available for Customer use. User activity logs and reporting tools are available for Customer use.

3. Encryption

DOMA Technologies encrypts all Customer Data at rest and in transit. DOMA uses encryption algorithms validated by FIPS PUB 140-2, a U.S. government computer security standard used to accredit cryptographic modules. Each customer has uniquely generated encryption keys. DOMA maintains these keys in an encrypted database that is not customer accessible, nor does it reside with customer databases. Transport Layer Security (TLS) v1.2 is used for encryption in transit.

4. Incident Response

As a Software as a Service (SaaS) provider, DOMA provides services to many customers in multi-tenant and single-tenant environments. As such, DOMA safeguards each customer's right to confidentiality in the event of an incident. DOMA defines the following allocation of security incident responsibilities and procedures between customer and provider (DOMA):

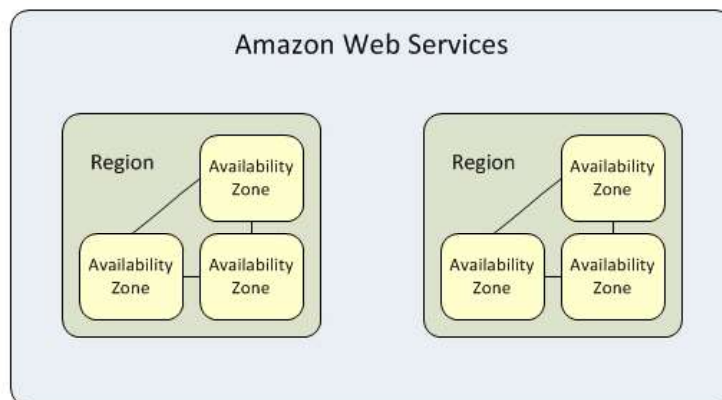
- The scope of information security incidents that DOMA will report to the customer is limited to exposure of DOMA owned intellectual property, peer services, and/or customer specific data.
- DOMA provides Limited Disclosure in the event of a security incident, limiting the exposure level to customers, peer service providers, and partners immediately affected by the detection of an information security incident and the associated responses.
- DOMA will notify customers of incident within 24 hours of discovery.
- DOMA Account Management Office (AMO) will contact customer designated points of contact via email accounts on file.

- Handling of issues relating to information security incidents can be directed to infosec@domaonline.com.

If the customer would like to submit a request for digital evidence or other information from within the cloud computing environment, please direct all requests to infosec@domaonline.com.

5. Disaster Recovery

DOMA has a living, (updated and tested annually), Disaster Recovery Plan. DOMA follows AWS Best Practices and has designed our infrastructure using proven design patterns and architectural options to provide a redundant and resilient infrastructure. All systems are deployed in multiple Availability Zones (“AZ”) and Customer Data is never located in a single AZ. AZs are clusters of distinct, physically separate data centers within a geographic region. Snapshot and Image based backup and replication processes are used to ensure recovery of operations in the event of a loss of an entire region. DOMA currently provides an RTO (Recovery Time Objective) of 24 hours, and an RPO (Recovery Point Objective) of 4 hours. DOMA supports customer applications within the US-East, and GovCloud (US) Regions.



6. Location of Data

Customer Data stored with Amazon Web Services (AWS) is encrypted prior to storage. DOMA's architecture employs multiple AWS availability zones (AZ). This constitutes a built-in alternate storage site capability for Customer Data stored AWS S3. S3 uses multiple availability zones by default. The multiple AWS S3 availability zones provide identical security safeguards. The replication of S3 across Availability Zones constitutes a multi-storage site capability to address typical susceptibility to network, power, and hardware outages and provides immediate recovery time and recovery point. Additional redundancy is provided by cross-region replication for disaster recovery purposes.

Using AWS Backup, snapshots, and Amazon Machine Image (AMI) backups are created on a daily (and hourly) basis depending on the criticality of the system. At a minimum, all systems have a daily backup created, all backups are encrypted, and all backup data is retained for one calendar year. Backups are randomly restored for verifying integrity of backup data during annual restoration exercises. Snapshots and AMI's are stored using AWS S3.

All Customer Data is maintained by DOMA staff; no third-party vendors handle Customer Data.

Unless otherwise stated, DOMA systems and timestamps within our applications follow U.S. Eastern Time. Systems use network time protocol (ntp) for clock synchronization provided by Amazon Time Sync Service.

7. Data Accessibility and Portability

DOMA maintains uploaded documents and Data in the original format as added to the DOMA application. Edited images, regardless of original format are converted to industry standard TIF or PDF image format during the document check-in process. Original documents are never deleted or modified, and new versions are created upon any document change. While a customer account is active, customers may request a data export on a one-time or periodic schedule

for an additional fee. Exports are provided with document/records in the original format, and metadata provided in a non-proprietary CSV format that should allow portability in most all cases.

8. Customer Support

For the purposes of this agreement, a support request is defined as a request for support to fix a defect in existing application code or a request for support that involves no modifications to application code. A request may also involve application availability to a user or group of users. A support request is necessary to begin a resolution process.

There are three levels of support provided under this SLA. These levels are defined as follows:

Level 1 - This is support provided by the DOMA Help Desk when it receives a support request. This represents generalist support. If this level of support cannot resolve the problem, the support request is passed to DOMA's Level 2 support, which is the infrastructure support team.

Level 2 - This is support provided by an infrastructure support or subject matter specialist. This level of support does not perform software code modifications to resolve the problem. Operational issues will be resolved at this level. If resolution requires code modification, the support request is passed to DOMA's Level 3 support team.

Level 3 - This is support provided by a DOMA application developer. This level of support does perform software code modifications, if required to resolve the problem.

To contact support for DOMA Technologies, customer may send an email to support@domaonline.com detailing the problem and contact information. Contacting support is available via the DX application beacon. Standard support is available during business hours, M-F 8AM – 5PM ET. After hours calls are forwarded to on-call technicians who will respond within the appropriate time frame defined by the service agreement. Premium support is available 24x7. Afterhours calls without premium coverage, or any support calls not directly related to DOMA will be charged to Customer at \$150 per incident.

The following chart is an explanation of the support severity levels and response times:

Severity	Description	Guaranteed Response Time	Estimated Correction Time
1	Critical. The program is unusable. Data is corrupted or system hangs during normal operations. The error severely impacts customer operations.	1 hour	Best efforts to resolve the problem within 24 hours.
2	Major. An important function is not available. Data is not corrupted, but the Customer is unable to accomplish tasks. The error severely restricts customer operations.	3 hours	Best efforts to resolve the problem within 2 business days.
3	Minor. The program does not perform the task in a proper, orderly manner. The customer's productivity is not seriously affected.	8 hours	Best efforts to resolve the problem within 4 business days.
4	Very minor. that is not significant to the Customer's operations. Irritations to the customer causing. The Customer can circumvent the issue with a slight loss of productivity.	24 hours	Best efforts to resolve the problem within 6 business days.
5	Cosmetic. (Graphical user interface GUI, misspellings, etc.....). No loss of productivity.	48 hours	Best efforts to resolve the problem within 14 business days.

Limitations to Standard Support Offering

The following request types (but not limited to) are not covered by Standard Support Offering:

- Performance improvements and PC tuning
- Disinfection of malware infected computers
- On-site support
- Off-hours support

- Questions relating to the function or third-party applications or operating systems
- Patching of operating systems, and third-party applications, vulnerability patching
- Best practices of network security configuration
- Product training and/or assistance with features and functions
- Product deployment walkthroughs
- Product health checks and tune-ups

Such requests are available for an additional fee agreed upon by primary contacts of both Parties.

9. Change Management

DOMA has a mature change management program. Application and infrastructure changes go through development and staging environments before being put into a production environment. Changes are documented and must be approved before a major change takes place. A major change is defined as changes that could adversely affect the DOMA Services or peer service provider. Once approved, customers will be notified in advance from the DOMA Account Management Office (AMO). Customer notification will include:

- Categories of changes (any changes affecting information security will be highlighted)
- Planned date and time of the changes
- Technical description of the changes to the Services and underlying systems
- Notification of the start and the completion of the changes
- Notification of When a cloud service provider offers a cloud service that depends on a peer cloud service provider, then the cloud service provider shall inform the cloud service customer of changes caused by the peer cloud service provider.

Minor changes, defined as changes that will not cause system downtime, occur only during non-business hours: M - F 8PM - 8AM ET, and weekends. Customers are not notified of minor changes.

The standard maintenance period occurs on the last Sunday of the month from 12AM – 4AM ET. Typical patch management processes occur during this maintenance window.

10. Service Credits

Metrics reporting against the SLA resolution targets identified in this agreement will focus on the time to resolve tickets by application and severity. This metric will include only the support requests that are referred to DOMA support for resolution. The metrics will be reported via existing standard problem-ticket system reports as available. Quarterly reports will be available upon request.

Issues that have Severity Levels designated 1 or 2 that do not meet the maximum acceptable resolution time will result in a customer service credit prorated against the monthly application storage charge for the amount of time over the maximum acceptable resolution time. All requests for compensation must be received within five (5) business days of the incident in question. The amount of compensation may not exceed the customer's monthly recurring charge. This SLA does not apply for any month that the customer has been in breach of the Agreement or if the account is in default of payment.

For intellectual property rights complaints, please contact support@domaonline.com.

11. Exit Strategy

Except in the case of material breach as described in Section 5.2 of the Terms of Service, ninety (90) days termination notice must be given prior to canceling DOMA Services. In that event Customer will be charged an early termination fee as set forth in Section 4 of the Terms of Service. Upon cancellation date or termination of the Agreement, DOMA will remove site access and permanently delete all Customer Data to include record/document images, record metadata, database, storage locations, as well as all backup and replicated data. Depending on the sensitivity of the Customer Data, federal laws and regulations, and specific requirements, different methods may be used to delete,

clean, purge or destroy Customer Data and media containing data. In all cases, when Customer accounts are no longer active, all Customer Data is permanently removed. It is in the Customer's best interest to request a data export prior to the actual cancellation date, typically this is requested at the time of the initial notification to cancel Services.

12. Modification

Notwithstanding any other provision of the Agreement to the contrary, DOMA hereby reserves the right to modify this SLA at any time, at its sole discretion. DOMA will notify Customer of any modifications to this SLA in writing or via its website.