NOTICE OF RENEWAL OF CONTRACT

TO: UNGERBOECK SYSTEMS INTERNATIONAL, INC.  
100 UNGERBOECK PARK  
O’FALLON, MO 63368

DATE ISSUED: OCTOBER 2, 2013

CONTRACT NO: 170-10

CONTRACT TITLE: PRCR - ARTISHERE OPERATIONS SOFTWARE

THIS IS A NOTICE OF RENEWAL OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Renewal is effective NOVEMBER 1, 2013 and expires on OCTOBER 31, 2015.

The contract documents consist of the terms and conditions of Agreement No. 170-10 including any exhibits attached or amendments thereto.

CONTRACT PRICING:

REFER TO EXHIBIT B OF AGREEMENT NO. 170-10.

ATTACHMENTS:
1) AMENDMENT NO. 1 THROUGH 3
2) AGREEMENT NO. 170-10

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: KRISTIN ARCHIBALD
VENDOR PAYMENT TERMS: NET 30 DAYS

COUNTY CONTACT: KATHRIN KUEHM

TELEPHONE NO.: 800-400-4052 X168
EMAIL ADDRESS: KRISTIN.ARCHIBALD@UNGERBOECK.COM

TELEPHONE NO.: 703-875-1123
EMAIL ADDRESS: KKUEHM@ARLINGTONVA.US

__________________________
Elizabeth Dooly, CFO, CPPB
Assistant Purchasing Agent

DISTRIBUTION
BID FOLDER: 1
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 170-10
AMENDMENT NUMBER 3

This Amendment Number 3 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 170-10 dated December 14, 2010, as amended, ("Main Agreement") and made between Ungerboeck Systems International, Inc., 100 Ungerboeck Park, O'Fallon, Missouri 63368-8694 ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Work called for and the amounts to be paid under the Main Agreement, as amended (if applicable) the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows:

PARAGRAPH NO. 3, CONTRACT TERM, SHALL BE AMENDED AS FOLLOWS:

3. CONTRACT TERM
Time is of the essence. The Work shall commence upon execution of this Amendment by the County, and be completed no later than October 31, 2013 ("Second Subsequent Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amendment executed by the parties, authorize continued operations of the Contractor for not more than two (2) additional twelve (12) month periods from November 1, 2013, to October 31, 2015. (Each such period shall be referred to as a "Subsequent Contract Term".)

All other terms and conditions of the Main Agreement, as amended (if applicable) shall remain in full force and effect.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNER: [Signature]
PRINT NAME: RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT
DATE: 10-2-12

UNGERBOECK SYSTEMS INTERNATIONAL, INC.

SIGNER: [Signature]
PRINT NAME: DOUGLAS S. ARCHIBALD
AND TITLE: CEO
DATE: 9/14/10
ARLINGTON COUNTY, VIRGINIA  
AGREEMENT NO. 170-10  
AMENDMENT NUMBER 2

This Amendment Number 2 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 170-10 dated December 14, 2010 ("Main Agreement") as amended, and made between Ungerboeck Systems International, Inc., 100 Ungerboeck Park, O'Fallon, Missouri, 63366-8694 ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Work called for and the amounts to be paid under the Main Agreement, as amended (if applicable) the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows:

Exhibit B shall be amended as follows:

In Table 1, PHASE 1, Application Hosting Feeds, replace “Monthly Hosting” with the following, adding 7 named users:

<table>
<thead>
<tr>
<th>Monthly Hosting</th>
<th>$989.00 (per month)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• For 10 concurrent users/21 named users.</td>
</tr>
</tbody>
</table>

All other terms and conditions of the Main Agreement, as amended (if applicable) shall remain in full force and effect.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA  

SIGNED BY: Ashley Beane  
PRINT NAME: RICHARD D. WARREN, JR.  
AND TITLE: PURCHASING AGENT  
DATE: 2/15/12

UNGERBOECK SYSTEMS INTERNATIONAL, INC.

SIGNED BY:  
PRINT NAME: Kristi Ungerboeck  
AND TITLE: President  
DATE: 2/8/13
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 170-10
AMENDMENT NUMBER 1

This Amendment Number 1 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 170-10 dated December 14, 2010 ("Main Agreement") and made between Ungerboeck Systems International, Inc., 100 Ungerboeck Park, O'Fallon, Missouri 63368-8694 ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Work called for and the amounts to be paid under the Main Agreement, as amended (if applicable) the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows:

PARAGRAPH NO. 3, CONTRACT TERM, SHALL BE AMENDMENT AS FOLLOWS:

3. CONTRACT TERM
Time is of the essence. The Work shall commence upon execution of this Amendment by the County, and be completed no later than October 31, 2012 ("First Subsequent Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amendment executed by the parties, authorize continued operations of the Contractor for not more than three (3) additional twelve (12) month periods from November 1, 2012, to October 31, 2015. (Each such period shall be referred to as a "Subsequent Contract Term".)

All other terms and conditions of the Main Agreement, as amended (if applicable) shall remain in full force and effect.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNED BY: [Signature]

PRINT NAME RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT
DATE: 10/31/11

UNGEBOECK SYSTEMS INTERNATIONAL, INC.

TAXPAYER ID NUMBER: 43-1372405

SIGNED BY: [Signature]

PRINT NAME KEIZER UNGEBOECK, President
AND TITLE: President
DATE: 10/31/11
AGREEMENT NO. 170-10

THIS AGREEMENT ("Agreement") is made, on the date of execution by the
County, between Ungerboeck Systems International, Inc., 100 Ungerboeck Park,
O'Fallon, Missouri, 63368-8694 ("Contractor"), a Missouri stock corporation
authorized to transact business in the Commonwealth of Virginia, and the
County Board of Arlington County, Virginia ("County"). The County and the
Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Scope of
Services), Exhibit B (Costs and Invoice Schedule), Exhibit C (Service Level
Agreement), Exhibit D (County Nondisclosure and Data Security Agreement), and
Exhibit E (Exemplar Escrow Agreement). Where the terms and provisions of
this Agreement vary from the terms and provisions of the other Contract
Documents, the terms and provisions of this Agreement shall prevail over the
other Contract Documents and the remaining Contract Documents shall be
complementary to each other and if there are any conflicts the most stringent
terms or provisions shall prevail. The Contract Documents set forth the
entire agreement between the County and the Contractor. The County and the
Contractor agree that no representative or agent of either of them has made
any representation or promise with respect to the parties' agreement which is
not contained in the Contract Documents. The Contract Documents may be
referred to as the "Contract".

2. SCOPE OF WORK
The Contractor warrants to the County that the services provided hereunder
shall be expertly performed in a manner that meets or exceeds the highest
prevailing standards in the industry and in accordance with the applicable
specifications. The Contractor agrees to perform the services described in
the Contract Documents (the "Work"). The primary purpose of the Work is to
create and provide to the County a software system to manage the operations
of the Artisphere cultural center. The Contract Documents set forth the
minimum work estimated by the County and the Contractor to be necessary to
complete the Work. It shall be the Contractor’s responsibility, at the
Contractor’s sole cost, to provide the specific goods and services set forth
in the Contract Documents of Ungerboeck Systems International, Inc., and
sufficient services to fulfill the purposes of the Work. Nothing in the
Contract Documents shall be construed to limit the Contractor’s
responsibility to manage the details and execution of the Work.

3. CONTRACT TERM
Time is of the essence. The Work shall commence upon execution of this
Agreement by the County, and be completed no later than October 31, 2011
("Initial Contract Term"), subject to any modifications as provided for in
the Contract Documents. Upon satisfactory performance by the Contractor and
with the concurrence of the Contractor, the County may, through issuance of
an amendment executed by the parties, authorize continued operations of the
Contractor for not more than four (4) additional twelve (12) month periods
from November 1, 2012, to October 31, 2015. (Each such period shall be
referred to as a "Subsequent Contract Term".)
4. CONTRACT AMOUNT
The County will pay the Contractor in accordance with the terms of the
Payment paragraph below and Exhibit B, for the Contractor’s completion of the
Work described and required in the Contract Documents. The Contractor agrees
that it shall complete the Work for the total amount specified in Exhibit B
unless such amount is modified as provided in this Agreement.

5. CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO FIVE PERCENT
The Contract Amount shall remain firm for the Initial Contract Term. The
Contract Amount for each Subsequent Contract Term, if the County elects to
extend the Contract, shall be negotiated by the County and the Contractor.
Increases in the amount(s) for each ensuing term shall not exceed five
percent (5%). The Contractor sets annual pricing each January, and the
County will be provided with annual pricing and the details of a price
increase, if any, as soon as possible. The County will receive the most
favorable pricing offered by the Contractor. If the Contractor and the
County do not agree on a contract amount for a Subsequent Contract Term using
the procedure set forth above by the thirtieth (30th) calendar day prior to
the final day of the Initial Contract Term or any Subsequent Contract Term,
the County may terminate the Contract whether or not the County has
previously elected to extend the term. The contract amount that changed as a
result of this procedure shall become effective on the anniversary date of
the Contract and shall be binding on the parties for the next Subsequent
Contract Term.

6. PAYMENT
Payment will be made by the County to the Contractor within thirty (30) days
after receipt by the County Project Officer of an invoice for work done which
is reasonable and allocable to the Contract and which has been performed to
the satisfaction of the Project Officer. Amounts on invoices shall not
include amounts allocated to tasks (as shown in Exhibit A) on which no work
has been done. The Contractor shall submit an invoice to the Project Officer
according to the payment schedule in Exhibit B. The Project Officer will
either approve the invoice or require corrections. The number of the County
Purchase Order pursuant to which authority goods or services have been
performed or delivered shall appear on all invoices.

7. PROJECT OFFICER
The performance of the Contractor is subject to the review and approval of
the County Project Officer (“Project Officer”) who shall be appointed by the
County’s Director of Parks, Recreation and Cultural Resources. However, it
shall be the responsibility of the Contractor to manage the details of the
execution and performance of its work pursuant to the Contract Documents.

8. ADJUSTMENTS FOR CHANGE IN SCOPE
The County may order changes in the Work within the general scope of the
Work, consisting of additions, deletions or other revisions. No claim may be
made by the Contractor that the scope of the project or of the Contractor’s
services has been changed requiring adjustments to the amount of compensation
due the Contractor unless such adjustments have been made by a written
amendment to the Contract signed by the County and the Contractor. If the
Contractor believes that any particular work is not within the scope of the
Work or is a material change or otherwise will call for more compensation to
the Contractor, the Contractor must immediately notify the Project Officer
after the change or event occurs, and within ten (10) calendar days
thereafter must provide written notice to the Project Officer. The
Contractor’s notice must provide to the Project Officer the amount of
additional compensation claimed, together with the basis therefor and
documentation supporting the claimed amount. The Contractor will not be
compensated for performing any work unless a proposal complying with this
paragraph has been submitted in the time specified above and a written
Contract amendment has been signed by the County and the Contractor, and a
County purchase order is issued covering the cost of the goods and/or
services to be provided pursuant to the amendment.

9. ADDITIONAL SERVICES
The Contractor shall not be compensated for any goods or services provided
except those included in Exhibit A and included in the Contract Amount,
unless those goods or services are covered by a written amendment to the
Contract signed by the County and the Contractor, and a County purchase order
is issued covering the expected cost of such goods and/or services.
Additional goods and/or services agreed upon by the parties will be billed at
the rates set forth in Exhibit B unless otherwise agreed by the parties in
writing.

10. REIMBURSABLE EXPENSES
Expenses incurred by the Contractor and its employees, subcontractors, and
agents will be reimbursed by the County only if they are identified in this
Contract as project-related expenses and receive the written approval of the
County prior to being incurred by the Contractor, and a County purchase order
is issued that details the specific expenses to be incurred and their
estimated amount. Payment for approved reimbursable expenses will be made
within thirty (30) days after receipt by the Project Officer of a correct
invoice identifying the nature of the expense. Reimbursable expenses allowed
shall be charged to the County on a unit price basis at the Contractor’s
cost. All amounts paid for reimbursable expenses shall be considered part of
the Contract Amount.

The total amount paid for project-related expenses shall not exceed the
amount set forth in Exhibit B.

11. REIMBURSABLE TRAVEL-RELATED EXPENSES
No reimbursable travel-related expenses shall be allowed for employees of
firms located within the greater Baltimore-Washington Metropolitan Area, as
defined by the United States Office of Management and Budget (OMB). If
approved by the County for employees of firms outside this area, the County’s
policy for reimbursement of travel-related expenses will be as follows:

Meals: The County will reimburse a contractor for the actual out-of-pocket
expenses for employee meals, excluding alcoholic beverages at the per diem
rate not to exceed $41.00 or the individual meal rates not to exceed of $8.00
for breakfast, $11.00 for lunch, and $22.00 for dinner. Receipts are
required.

Lodging: The County will reimburse lodging expenses incurred for lodging at
a reasonably-priced commercial facility in the immediate area of the work,
where feasible. Complete and legible itemized receipts shall accompany any
request for reimbursement. No reimbursement shall be made for ineligible
expenses, including room service, laundry, telephone and in-room movies. If
a room is shared with another person not connected with the work being
performed for the County, including a spouse, the County will reimburse a
contractor for no more than the cost of a single room.
Transportation:

**General**
Reservations shall be made in advance whenever possible to take advantage of all available discounts.

**Ground Transportation**
Use of public transportation is encouraged. Receipts must be submitted for any inter-city public transportation used. Reimbursement for the use of personal or company vehicles, if allowed, shall not exceed the then current mileage rates paid by the County to its employees and personal use must be excluded from the request for reimbursement. Parking expenses are reimbursable up to $7.00 per day.

Rental of vehicles or use of taxicabs, in lieu of the use of a personal or company vehicle, may be approved if the Contractor can justify a cost savings by renting a car or using a taxicab, and obtains approval in advance from the Project Officer. For rental vehicles, the Contractor will be reimbursed for only those rental charges, insurance and/or fuel fees allocable to the Work. The Contractor will not be reimbursed for the purchase of liability insurance and/or collision/comprehensive insurance if their existing insurance coverage provides protection. Receipts are required for reimbursement.

**Air Travel**
Airfare will be reimbursed at the lowest cost available, typically coach rate, and must be purchased at least 7 days in advance, unless otherwise approved.

Time limit: Requests for travel reimbursement covering the above submitted more than sixty (60) days after completion of the travel shall not be honored.

**Non-reimbursable Expenses:** The following expenses are not allowable for reimbursement:

1. Alcoholic beverages
2. Personal phone calls
3. Self-entertainment activities (i.e. pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (i.e. laundry, valet, haircuts)
5. Personal travel insurance (i.e. life, medical, or property insurance) for air fare or rental cars.
6. Auto repairs, maintenance and insurance costs for personal vehicles
7. Travel expenses incurred to obtain or maintain training and/or certificates that are not associated with an employee's job requirements.
8. If the County adopts different rates for its employees, the adopted rates shall prevail.

**12. ESCROW OF SOURCE CODE**
See Exhibit E, attached.

**13. SOFTWARE LICENSE TERMS**
Any software license to be executed by the County with the Contractor shall contain the following terms:

A. **LICENSE GRANT**
In connection with the transfer of possession of the software package provided pursuant to this Contract, the Contractor hereby grants to Arlington County a non-exclusive perpetual license to use the software program(s) ("Software") and user manuals, technical manuals, and other information ("Documentation") for the Software.

B. **OWNERSHIP**
The Contractor will provide the County with a software license, but title to the Software and Documentation, all copies thereof and all rights therein, including all rights in patents, copyrights, and trade secrets applicable thereto, shall remain vested in the Contractor, regardless of the form or media in or on which the original and other copies of the Software and Documentation may subsequently exist. Nothing contained herein shall be deemed to convey any title or ownership interest in the program module(s), Software or Documentation to the County. The County agrees not to disclose, transfer, provide or otherwise make available in any form, except as otherwise provided in the Contract Documents, the software package or any portion thereof, to any person other than employees of the County, without the prior written consent of the Contractor, and any such disclosure or transfer shall be consistent with use in a single-user computer system. The County agrees not to reverse compile or disassemble the Software. The County agrees that it will not, in any form, export, re-export, resell, ship, or divert or cause to be exported, re-exported, resold, shipped, or diverted, directly or indirectly, the Software and Documentation or any direct product thereof without first obtaining the requisite license or approval from the Contractor.

C. **COPYING RIGHTS**
The County may make copies of the Software and Documentation, as required for backup or modification purposes in support of its use of the Software and Documentation, but the County must include existing copyright notices on any such copies or modifications. Such notice(s) may appear in several forms, including machine-readable form, and the County agrees to reproduce such notices(s) in each form in which it appears, to the extent it is physically possible to do so.

D. **TERM**
The term of this license agreement is for as long as the County uses the Software for its intended purpose. This license may be terminated by the County without further liability upon thirty (30) days prior written notice to the Contractor. The Contractor may terminate this Agreement if the County is in default of any of the terms and conditions of this Agreement, and termination is effective if the County fails to correct such default within thirty (30) days after written notice thereof by the Contractor.

E. **SOFTWARE WARRANTY AND MAINTENANCE**
The Contractor warrants to the County that the Software will function in conformity with the requirements and specifications set forth in this Contract for the entire duration of this Contract, including the Initial Contract Term and any Subsequent Contract Term(s). The Contractor will provide all revisions, updates, upgrades, and minor releases to both the Software and the Documentation during that warranty term. The Contractor will ensure that such revisions, etc., do not conflict with customizations.
EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, THE CONTRACTOR DISCLAIMS ALL
OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT
LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A
PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT.
For any breach of the express limited warranty, the Contractor's sole
obligation shall be to modify or replace the Software so as to correct the
defective performance that causes breach of warranty; the warranty period
shall extend automatically to the date of completion of such modification or
replacement.

14. PAYMENT OF SUBCONTRACTORS
The Contractor is obligated to take one of the two following actions within
seven (7) days after receipt of amounts paid to the Contractor by the County
for work performed by any subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment
received from the County attributable to the work performed by the
subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor's
intention to withhold all or a part of the subcontractor's payment, with the
reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all
amounts owed by the Contractor to the subcontractor that remain unpaid after
seven (7) days following receipt by the Contractor of payment from the County
for work performed by the subcontractor under this Contract, except for
amounts withheld as allowed in subsection b., above. Unless otherwise
provided under the terms of this Contract, interest shall accrue at the rate
of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision
requiring each subcontractor to include or otherwise be subject to the same
payment and interest requirements with respect to each lower-tier
subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor
pursuant to the above provisions may not be construed to be an obligation of
the County. A Contract modification may not be made for the purpose of
providing reimbursement for such interest charge. A cost reimbursement claim
may not include any amount for reimbursement for such interest charge.

15. NON-APPROPRIATION
All funds for payments by the County under this Contract are subject to the
availability of an annual appropriation for this purpose by the County Board
of Arlington County. In the event of non-appropriation of funds by the
County Board of Arlington County for the goods or services provided under
this Contract or substitutes for such goods or services which are as advanced
or more advanced in their technology, the County will terminate the Contract,
without termination charge or other liability to the County, on the last day
of the then current fiscal year or when the appropriation made for the then-
current year for the services covered by this Contract is spent, whichever
event occurs first. If funds are not appropriated at any time for the
continuation of this Contract, cancellation will be accepted by the
Contractor on thirty (30) days prior written notice, but failure to give such
notice shall be of no effect and the County shall not be obligated by this Contract beyond the date of termination specified in the County’s notice.

16. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)
During the Initial Contract Term or any Subsequent Contract Term, the Contractor will furnish all of the goods or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract, and the County will have no obligation to the Contractor if no items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require goods and/or services in excess of the estimated contract amount, and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in this Contract.

17. COUNTY PURCHASE ORDER REQUIREMENT
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk and expense.

18. PROJECT STAFF
The County will, throughout the Initial Contract Term and any Subsequent Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County rejects staff or subcontractors pursuant to this section, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor’s employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

19. SUPERVISION BY CONTRACTOR
The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

20. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

21. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED
In accordance with § 2.2-4311.1 of the Code of Virginia, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

22. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR
During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

23. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE
The Contract shall remain in force for the Initial Contract Term and any Subsequent Contract Term(s) and until the County determines that all of the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is
in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, or is in default or breach of any Contract provision or condition, then the County will give the Contractor written notice of such failure/s and the opportunity to cure such failure/s at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for cause.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either subtracted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor shall be liable to the County (and the County shall be entitled to recover) all damages to which the County is entitled by this Contract or by law, including, and without limitation, direct damages, refund of all sums paid by the County to the Contractor under the Contract, and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

24. TERMINATION FOR THE CONVENIENCE OF THE COUNTY
The performance of work under this Contract may be terminated by the County’s Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County’s best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination, and any other termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County;
and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

25. INDEMNIFICATION
The Contractor covenants to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section), from and against any and all claims made by third parties or by the County for any and all losses, property damages, personal injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's negligent, willful, or intentional acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorney's fees, incurred and any settlements or payments made. The County and the Contractor agree that the Contractor shall not be liable for damages arising out of the County's own negligence or misconduct.

26. INTELLECTUAL PROPERTY INDEMNIFICATION
If someone makes a claim against the County or the Contractor that any information, design, specification, instruction, code, software, data, or material ("Material") furnished by the Contractor and used by the County infringes his, her or its intellectual property rights, the Contractor will fully and completely indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (hereinafter "the County" for the remainder of this section), if the County does the following:

a. notifies the Contractor promptly in writing, and in no event not later than 30 days after the County receives notice of the claim, or sooner if required by applicable law;
b. gives the Contractor sole control of the defense and any settlement negotiations; and
c. gives the Contractor the information, authority, and assistance that the Contractor needs to defend against or settle the claim.

If the Contractor believes that any of the Material may have violated someone else's intellectual property rights, the Contractor may choose to either (1) modify the Material to be non-infringing, or (2) obtain a license to allow for continued use, or (3) if these alternatives are not commercially reasonable, the Contractor may end the license for the applicable Material and refund any and all fees that the County may have paid for the license.

The Contractor will not indemnify the County if the County alters the Material outside the scope of use identified in the Documentation or if the County uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material. The Contractor will not indemnify the County to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished to the County by the Contractor. This section provides the County's exclusive remedy for any infringement claims or damages.
27. **COPYRIGHT**

The parties agree that this Contract calls for the use of commercial off-the-shelf software developed by the Contractor, with customization of that software by the Contractor for use by the County. Insofar as the Contractor's customization to its off-the-shelf software constitutes new copyrightable work, the Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to such work.

28. **PROTECTION OF PRIVACY AND CONFIDENTIALITY**

The Contractor agrees that it shall hold the County's information secure and private. The Contractor shall not use, disclose, or permit access to confidential information acquired in connection with the services performed pursuant to this Contract, except as necessary or required to perform such services. Confidential information includes, but is not limited to, nonpublic personal information as defined by Title V of the Gramm-Leach-Bliley Act, personally identifiable health, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise, as well as any information entrusted to any affiliates of the parties. Notwithstanding the foregoing, the Contractor and its subcontractors shall have the right to use or disclose such confidential information on a limited, need-to-know basis and only in a secure manner to prevent re-disclosure or improper use if (a) required by applicable law or any court, governmental agency, regulatory authority, or by subpoena or discover request in pending litigation; (b) necessary in connection with any of Contractor's or its affiliates' audit, legal, compliance, or accounting procedures; (c) the information is available or ascertainable from public information (other than as a result of prior unauthorized disclosure); (d) authorized by the County; (e) required to protect against or prevent fraud; or (f) the information was in Contractor's possession prior to the Effective Date. The Contractor will take reasonable steps to safeguard and ensure the integrity of such information and will return or destroy such information upon termination of this Contract.

The Contractor agrees that if there is a breach of data security or any unauthorized disclosure(s), it will immediately report the breach or disclosure to the County and further report to the County the exact scope and nature of the breach or disclosure as soon as possible upon determination that such breach or disclosure involves County data. The Contractor agrees to alert the County regarding any data security breach to any of its clients' data within 24 hours of the breach. If there is any unauthorized disclosure of County data, the Contractor will take all legal and appropriate industry standard actions to correct and abate the breach or unauthorized disclosure. If requested by the County, the Contractor shall notify the affected persons of any unauthorized disclosures, the cause of the disclosure, and all steps taken to correct the problems. The Contractor further agrees to reimburse any participant for actual out-of-pocket losses and all reasonable expenses associated with regard to identity theft (1) by any employee of the Contractor, or such affiliates to which any responsibilities hereunder have been delegated, or by any other person who gained access to participants personal private information by reason of such employment or through acts of an employee of Contractor or affiliate; or (2) by reason of a reasonably foreseeable failure of data security measures undertaken by Contractor to
protect personal private information. Reasonable expenses shall include the reasonable costs associated with the restoration of the participant's accurate credit history, including credit monitoring for a reasonable period of time (not less than four (4) years).

The Contractor shall ensure that it, its affiliates and any entity to which any responsibility hereunder has been delegated or with which Contractor has a contractual relationship pursuant to which Contractor shares or sends information to such provider under this Contract, shall adhere to this section and shall take all necessary and reasonable actions, including, but not limited to Internet security, data storage security, network security, enterprise security, etc., to ensure the confidentiality and privacy of the information it receives in its performance of the services described herein.

29. OWNERSHIP, CONFIDENTIALITY, AND RETURN OF RECORDS
This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose the County's data or inputs.

Each party acknowledges that all confidential records which have come or will come into its possession after the Effective Date in connection with business discussions, conferences or other activities is (i) proprietary to the disclosing party, having been designed, developed or accumulated by the disclosing party at a great expense and over lengthy periods of time and (ii) secret, confidential and unique, and constitutes the exclusive property of the disclosing party. Each party acknowledges that any disclosure of the other's confidential records other than as specified herein may cause irreparable injury to the other party and, therefore, each party agrees to hold the other's confidential records in strictest confidence and not to make use of them other than as specifically provided herein. Each party shall protect the confidential and proprietary nature of the disclosing party's confidential records in at least the same manner that it protects the confidential and proprietary nature of its own records.

Records shall be deemed "Confidential Records" and shall be subject to the terms of this section if:

i. The party to which such records are being disclosed is notified that the records are confidential or proprietary prior to, or at the time of, their disclosure; or

ii. Records in a tangible form are labeled as confidential or proprietary prior to their disclosure; or where labeling of the record is not practicable, then such record is clearly and specifically identified in a contemporaneous writing provided by the disclosing party to the receiving party; or

iii. The party to which such record is being disclosed knows that such record is confidential or proprietary or would be reasonably expected to understand the confidential or proprietary nature of such record.

(c) The receiving party shall not copy or reproduce any Confidential Records without the disclosing party's prior written consent, except solely in connection with any disclosure specifically permitted hereunder but only to the extent, if any, necessary for such permitted disclosure.

(d) Confidential Records disclosed hereunder shall at times remain, as between the parties, the property of the disclosing party. No license under any trade secrets, copyrights, or other rights is granted by this Agreement or any disclosure of Confidential Records hereunder.

(e) THE DISCLOSING PARTY SHALL NOT BE DEEMED TO MAKE OR HAVE MADE ANY REPRESENTATION OR WARRANTY HEREUNDER AS TO THE ACCURACY OR COMPLETENESS OF
ITS CONFIDENTIAL RECORDS OR ANY PORTION THEREOF, ALL OF WHICH RECORDS ARE PROVIDED UNDER THIS AGREEMENT ON AN "AS IS" BASIS.

Neither party shall communicate the other's Confidential Records in any form to any third party without the other party's prior written consent, and each party shall use its best efforts to prevent inadvertent disclosure of the other's Confidential Records to any third party. In addition, unless otherwise agreed in writing, the receiving party may not disclose to any third party the fact that the disclosing party has disclosed or provided any Confidential Records to the receiving party hereunder, or disclose to any third party the existence, nature or scope of this section. Any Confidential Records disclosed to a third party pursuant to this section shall be provided pursuant to a non-disclosure agreement between the party providing the record and the third party, which non-disclosure agreement shall substantially conform to this section.

Authorized Disclosure. The parties acknowledge that each may be required to disseminate the other party's Confidential Records to its employees. Access to Confidential Records shall be restricted to those of the receiving party's personnel with a reasonable need-to-know or need-to-have access to the Confidential Records. In addition, each party undertakes to cause any of its employees to whom such Confidential Records are transmitted to affirmatively acknowledge, or to be bound to, the same obligation of secrecy and confidentiality to which the parties are bound under this section.

The Contractor agrees that all documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County's request for goods and services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to or returned to County upon any completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are Confidential Records, and neither any Record nor its contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall its contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of this Contract shall be referred to the Project Officer or his or her designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to this Contract.

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Agreement.

30. VIRGINIA FREEDOM OF INFORMATION ACT
The parties understand and agree that the County is subject to the terms and provisions of Code of Virginia §§ 2.2-3700 et seq., the Virginia Freedom of Information Act ("VFOIA"). All public records in the County's custody, possession or control shall be open to the public for inspection and copying to the extent such disclosure is required by law. Certain exemptions or exclusions may apply, but it is the Contractor's obligation to assert any applicable VFOIA exclusions or exemption, to the satisfaction of the County Project officer, within the statutory deadlines. Thereafter it is the obligation of the Contractor to defend and indemnify the County from any claim or suit that may arise as a result of the withholding of records. The County Project officer shall make available to the Contractor any VFOIA request in which the Project Officer reasonably believes the Contractor may have an interest.

31. ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor, and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

32. COUNTY EMPLOYEES
No employee of Arlington County, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

33. FORCE MAJEURE
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Contractor that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

34. AUTHORITY TO TRANSACT BUSINESS
The Contractor shall, pursuant to Code of Virginia § 2.2-4311.2, be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law.

35. RELATION TO COUNTY
The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be
considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers’ compensation, normally provided by the County for its employees.

36. ANTITRUST
By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under this Contract.

37. REPORT STANDARDS
Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the County, the Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

38. AUDIT
The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term or any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.
39. ASSIGNMENT
The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County, whose consent shall not be unreasonably withheld.

40. AMENDMENTS
This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

41. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution, any applicable County policy, or the County’s remote access policy is waived in whole or in part.

42. DISPUTE RESOLUTION
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. Claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after final payment in accordance with the Arlington County Purchasing Resolution.

The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent. The Contractor shall not delay its fulfillment of the Work while awaiting a decision of the Project Officer, County Manager, County Board, or a court.

43. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court of Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

44. ARBITRATION
It is expressly agreed that nothing under this Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

45. NONEXCLUSIVITY OF REMEDIES
All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

46. NO WAIVER
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

47. SEVERABILITY
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

48. NO WAIVER OF SOVEREIGN IMMUNITY
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

49. SURVIVAL OF TERMS
In addition to any section in this Contract which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; CONFIDENTIALITY AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; SOFTWARE LICENSE TERMS; WARRANTY AND MAINTENANCE; ESCROW OF SOURCE CODE; and VIRGINIA FREEDOM OF INFORMATION ACT.

50. HEADINGS
The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section which the heading precedes.

51. NOTICES
Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Dustin Hassler
Ungerboeck Systems International, Inc.
100 Ungerboeck Park
O'Fallon, MO 63368-8694

TO THE COUNTY:

Deborah Hay, Project Officer
Department of Parks, Recreation & Cultural Resources
2100 Clarendon Blvd, Suite 414
Arlington, Virginia 22201

AND

Richard D. Warren, Jr., Purchasing Agent
52. NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

53. INSURANCE REQUIREMENTS
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

b. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

c. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

d. Intellectual Property Coverage - to protect the County against judgments and defend it against intellectual property infringement claims, in the amount of $1,000,000 per occurrence and $3,000,000 aggregate.

e. The Contractor shall carry Professional Liability insurance which will pay for claims for damages arising out of errors or omissions in the rendering, or failure to render professional services or perform Work under the contract, in the amount of $1,000,000.

f. Additional Insured - Arlington County, Virginia, and its officers, elected and appointed officials, employees, and agents shall be named as additional insured's in the Contractor's Commercial General Liability policy and Intellectual Property policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

g. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced consistent with the terms of this Contract, and the County
notified of the replacement, in such a manner that there is no lapse in coverage.

h. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

i. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of deductible applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, or that funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverage is submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

54. ACCESSIBILITY OF WEB SITE
If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any County
Websites, or County's presence on third party websites, the contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled "Accessibility of State and Local Government Websites to People with Disabilities." The document is located at: http://www.ada.gov/websites2.htm

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]
NAME AND RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 12/14/10

UNGEBOECK SYSTEMS INTERNATIONAL, INC.

AUTHORIZED SIGNATURE: [Signature]
NAME AND KRISTE UNGEBOECK
TITLE: [Title]
DATE: December 13, 2010

TAXPAYER ID NUMBER: 43-1372405
AGREEMENT NO. 170-10
EXHIBIT A

SCOPE OF SERVICES

I. SCOPE

A. Overview: The Contractor warrants that it understands the requirements of the County relative to the Work and agrees to implement a hosted system supporting Event Management, Facilities Management, Staff and Resource Scheduling, and Patron/Donor Management. The Contractor shall deliver the system functionality in two phases, as described in Section III System Modules and Features. The Contractor shall provide ongoing maintenance and customer support.

B. Phases: The Work will be made up of the following two phases:
1. Phase 1 will include all work except that which is specific to the Patron & Donor Management system capabilities.
2. Phase 2 will include all work related to the design, testing, training, and implementation of Donor & Patron Management system capabilities.

II. TASKS
This work will include the following tasks for both Phase 1 and Phase 2 of the work:

A. Task 1: Manage the Project Schedule
The Contractor shall:
1. Develop a Project Schedule which lays out the key deliverables and milestones for completion of the project, and reflects both the Contractor and County tasks necessary for a successful implementation of the system.
2. Conduct a kickoff meeting with the County to discuss the project schedule, review the County’s business model, and ensure that the County has the information it needs or understands how it will get the information it needs in order to complete any tasks performed by the County.

B. Task 2: Analyze Requirements and Prepare an Implementation Plan
The Contractor shall analyze business processes, functional requirements, and operational requirements and prepare an Implementation Plan for the County that includes recommended “best practices” based on implementations that are similar in size and scope of the County’s implementation.

C. Task 3: Implement the System
The Contractor shall:
1. Install and configure the system to provide a system that meets the County’s requirements, as documented in Section IV. The system shall include a production environment and a testing/development environment.
2. Install and configure all necessary server-related hardware and software required for the system.
3. Provide detailed specifications for formatting data for loading into the system.

D. Task 4: Test the System
The Contractor shall:
1. Test all implementations of the system.
2. Fix and retest all implementation errors or issues that prevent the system from working as designed within three (3) business days after the issue is identified.
3. Certify, in writing, that the system is working as designed.

E. Task 5: Provide System Documentation
The Contractor shall provide the County the standard system documentation, including the items referenced in Section F.2 below.

F. Task 6: Train the Users
The Contractor shall:
1. Conduct the training sessions listed in Exhibit B. Each training session will be conducted remotely and made available to at most eight (8) individuals, as identified by the County. The County will provide a training room equipped with a computer, internet access, and projection screen connected to the computer.
2. The Contractor shall provide its library of on-demand, self-paced Computer Based Training courses to all users who have a user name and password for the system.

G. Task 7: Go Live
Upon completion of system implementation, testing, and training, the production system shall be considered "live".

H. Task 9: Hosting Services
The Contractor shall provide hosting services as defined in Section V.

I. Task 8: Post-Implementation Support
The Contractor shall:
1. Provide an ongoing maintenance agreement that includes the following services included in the cost of the maintenance agreement, with no additional charge except where noted:
   a. Software Updates and Upgrades, regardless of platform/technology change
   b. Upgrade Support
   c. 24 x 7 x 365 Emergency Support, via phone.
   d. Non-Emergency support between the hours of 9am and 9pm, via phone and/or email or web.
   e. Unlimited access to its library of Computer Based Training
   f. Participation in the User Forum
   g. Eligibility to attend the Annual User Conference (Participation in the Conference is at the discretion of the County and is an additional cost set by the Contractor each year.)
2. Allow an unlimited number of County contacts, as identified by the County, to contact the Help Desk for support.
3. Log, review, and remediate and test, as appropriate, all issues submitted to the Help Desk.
4. Provide all post-implementation support services in accordance with the procedures set forth in Exhibit C.

III. SYSTEM MODULES AND FEATURES
A. The system shall include the following modules:

1. Event CRM
2. Membership Services
3. Facility Booking
4. Event Management and Coordination
5. Accounts Receivable
6. Query and Reporting
7. System Access Manager
8. iEBMS Web Services License for all modules

B. The system shall have the features or perform the functions described below. The Phase in which the features and functions shall be implemented is noted for each functionally related group of items.

1. Facility/Venue Scheduling (Phase 1)

The system shall:

a. Support a minimum of twenty (20) individual facilities within the Cultural Center.
b. Support a hierarchical facility structure, such that a single facility may be subdivided into multiple, smaller facilities which can be scheduled independently or as a group.
c. Allow facilities to be categorized by type.
d. Allow a block of time to be identified by the activity occurring in the space at that time, such as: Setup, Breakdown, Performance, Rehearsal, etc. Such activities will be established by the County.
e. Include a robust facility scheduling tool with drag and drop scheduling.
f. Include graphical and calendar views, including view of one or more facilities across different timeframes (at a minimum: daily, weekly, and monthly). The system shall tailor the calendar display by user group.
g. Generate recurring bookings based on a pattern of dates.
h. Differentiate between firm bookings and tentative holds on facilities.
i. Allow staff to identify available facilities based on date, time, capacity, and type of facility.
j. Track the creator of each booking and make this information accessible to other users.
k. Track changes to bookings.
l. Differentiate between facility rentals for private events and public events.
m. Support output of daily calendars to a monitor/flat panel screen.

2. Event Management (Phase 1)

The system shall:

a. Allow for event templates to be established for purposes of automatically defining staffing needs, resource needs, and event checklists.
b. Generate recurring events based on a pattern of dates.
c. Track the coordination and management of activities within an event, such as catering, set up, sound checks, etc. Such activities will be established by the County.
d. Allow an event to be copied.
e. Allow each event to be associated with an event coordinator/programmer.
f. Differentiate between types of events (e.g., public vs. private).

3. Staff Management (Phase 1)

The system shall:

a. Allow County staff to identify the type of staff (by skill set) required for events and facility reservations. Such skill sets will be established by the County.
b. Allow photos of staff, volunteers, and interns to be uploaded into the system and be made available as part of their profile.
c. Maintain a list of staff, volunteers, and interns, their skill sets, and their availability.
d. Allow a means for efficient, electronic communication with staff, such as text messages or email.
e. Include a means of searching for available staff by date/time and skill set.
f. Allow staff to be associated with an event or facility reservation. The staff assignment may begin and/or end at a time different than the event/facility reservation.
g. Include a means of displaying and electronically communicating staff schedules.
h. Include a means to report, by varying time periods, detailed and cumulative hours worked by staff, volunteers, and interns.
i. Allow staff, volunteers, and interns to update their profiles, update their general availability, and self-select volunteer opportunities.

4. Resource Management (Phase 1)

The system shall:

a. Allow County staff to identify resources required for events and facility reservations, such as microphones, tables/chairs, projectors, etc. Such resources will be established by the County.
b. Allow a resource to be assigned to an event/facility reservation.
c. Track the quantity on hand of each resource.
d. Include a means of searching for available resources by date/time and type of resource.
e. For resources not maintained by the County, track equipment rental information.

5. Artist/Renter/Contract Management (Phase 1)

The system shall:
6. Electronic Document Management (Phase 1)

The system shall allow documents and files of any type to be electronically filed and associated with events, artists/renters, and facilities.

7. Ease of Use/Flexibility (Phase 1)

The system shall:

a. Have an intuitive interface which offers easy navigation among related data elements.

b. Allow for parameterized reports with multiple output options, including the ability to export to Microsoft Excel and/or Comma Separated Value formats.

8. Financial Management (Phase 1)

The system shall:

a. Have an accounts receivable module. Reporting should be sufficient to allow manual data reconciliation with the County’s financial system.

b. Have an optional financial module to which the Artisphere can choose to migrate in the future.

c. Support a choice of providers for gateway and credit card processing services.

9. Users and Security (Phase 1)

The system shall:

a. The Contractor and its hosting facility shall adhere to Payment Card Industry (PCI) and (Payment Application Data Security Standard) PA-DSS compliance standards and shall acquire and maintain for the duration of this contract any required certification(s) for processing credit card transactions. The Contractor must immediately notify the County if the Contractor or hosting facility loses or fails to acquire a required certification. Loss of or failure to acquire a required certification shall be grounds for termination.

b. The system shall employ permission-based security, such that users are able to perform only those functions they are authorized to perform.

c. Support multiple levels of access for individuals and/or user groups, such as read-only access vs. read/edit access.

10. Data and Reporting (Phase 1)
a. All data entered into the system shall belong to the County. The Contractor shall provide space for an unlimited number of records. The Contractor shall not remove data from the system without written approval from the County.
b. The Contractor shall not sell, distribute, or give any third party access to any data belonging to the County without written approval from the County.
c. Patron data is collected for use by the County, and shall not be used by the Contractor for any solicitation or communication, except as related to a specific sales transaction.
d. The system shall allow for any data to be exported to a comma-delimited or Excel file.
e. The system shall provide a series of industry standard reports.

11. Marketing and Development (Phase 2)

The system shall:

a. Allow marketing campaign planning, execution, tracking, and analysis.
b. Allow patrons and donors to be segmented by demographic information and past activity (e.g., past donations).
c. Allow all interactions with patrons and donors to be recorded.
d. Generate patron and donor lists based on demographics and/or past activity.
e. Support de-dupe and merge/purge of patrons/donors.
f. Support Membership programs.

IV. TECHNICAL ENVIRONMENT

A. The system shall process all transactions in real time.
B. All features and functions of the system shall be accessible via a web browser or through the use of a Citrix client.
C. The web-based components of the system shall function on standard web browsers, including Internet Explorer (Version 6 and higher), Mozilla Firefox (Version 3.0 and higher), and Safari (Version 4.0 and higher), and allow a user to complete his/her task with all critical context, links, and core functionality available and accessible.
D. The system shall provide an XML-based API for use in developing interfaces with third party applications.

V. HOSTING SERVICES

The Contractor shall:

A. The hosting facility where the County’s system and data reside shall:
   1. Be equipped with industry standard firewall and intrusion detection technologies. All servers hosting the County’s system and data must have current virus protection software which is updated at least daily.
2. Be physically secured with access restricted to authorized personnel only. Visitors shall be escorted by authorized personnel at all times.
3. Have adequate cooling and filtration for efficient server operation.
4. Have at least one fire-suppression system.
5. Be equipped with redundant power supplies, including a UPS with an on-site back-up generator to which all servers hosting the County’s system or data shall be connected.
6. Provide fully redundant connections to an Internet backbone capable of transmitting data at speeds up to 15 MBps. Actual transmission speed is dependent on the user’s connection speed.

B. Through the hosting services, the Contractor shall provide:
1. High-speed internet access, server computers for web, communications, database and program operations; Operating System, database software (MS SQL Server) Terminal Services; all configured to operate the SYSTEM at professionally high levels of performance and reliability.
2. Commercially prudent protection from service disruptions such as power failures, equipment malfunctions, and disasters of man and nature.
3. Secure-Server Encryption (128-bit) providing verification of site authenticity and protection from interception and hacking.
4. Ongoing hardware and software maintenance. A one hour maintenance window is scheduled each Sunday from 12:00AM to 1:00 AM (CST). Any additional maintenance will be scheduled in advance and the Contractor shall notify the County.
5. Daily data backup. Once per week, the backup data is moved to off-site storage. Backup media are recycled monthly. The system shall be available during data backups.
6. Support for general system trouble shooting, loading of software modifications and enhancements.
7. Telephone support during the hours of 6:00 AM to 10:00 PM US Central Standard Time (CST) Monday through Friday except on the following holidays observed by the Contractor:
   i. New Year’s Day
   ii. Good Friday
   iii. Memorial Day
   iv. Independence Day
   v. Labor Day
   vi. Thanksgiving Day
   vii. Day After Thanksgiving Day
   viii. Christmas Day
8. Emergency assistance via toll-free international telephone service available 24 hours per day, 7 days per week.

C. The Contractor warrants that the Hosting service will be available to the County 24 hours per day, seven (7) days per week, except up to six (6) days (the equivalent of 144 hours) per year mutually agreed and reserved for scheduled Hosting site maintenance. In the event that the Hosting service is not available to the County during the stated service availability times due to malfunctions at the Hosting site for any reasons, the following rules shall apply:
1. If the cumulative unscheduled downtime in a calendar month falls between four (4) and eight (8) hours, the County will be entitled to a credit equal to 25% of the monthly Hosting fee.
2. If the cumulative unscheduled downtime during a calendar month falls between eight (8) and 16 hours, the County will be entitled to a credit equal to 100% of the monthly Hosting fee.
3. If the cumulative unscheduled downtime during a calendar month exceeds 16 hours, the County will be entitled to a credit equal to 100% of the monthly Hosting fee per each 16 hours of downtime.

V. PROJECT SCHEDULE

A. The contractor shall provide within seven (7) days of first payment an environment for configuration, testing, and training.

B. The contractor shall provide a project plan which results in a production version of the system going live within 45 business days after contract signing. The production version shall have the minimum capabilities of Facility and Event Scheduling. In addition, at least one session of staff training in these modules will be completed, as well as any training required for configuration, user setup, security, system administration, and reporting. The County will not hold the Contractor responsible for delays in the implementation of this schedule, if such delays are the result of unmet County deadlines. Any disputes will be resolved by the Project Office in consultation with the County’s Purchasing Agent.

VI. TRANSITION AT CONTRACT CONCLUSION

Should this Agreement be terminated for any reason, or at the conclusion of this Agreement’s term, the Contractor shall provide transitional services, lasting no longer than ten (10) business days unless otherwise directed by the Project Officer. The Contractor shall coordinate the transition services with any subcontractors providing services under the contract. As part of these services, the Contractor shall surrender to the County all County data and associated intellectual property.

The Contractor shall surrender to the County any County-owned equipment. The County will surrender any Contractor-owned equipment to the Contractor.

Except where involving a Termination for Cause, the Contractor shall provide a written estimate to provide these transition services to the Project Officer, who must authorize the work in advance. The County will pay the hourly rate for Standard Consulting services of $150.00/hour as set forth in Exhibit B of this Agreement, for these transition services upon termination or the conclusion of this Agreement. When the Agreement is Terminated for Cause, the Contractor shall provide the transition services at no cost to the County.
AGREEMENT NO. 170-10

EXHIBIT B

COSTS AND INVOICE SCHEDULE

The County shall pay the Contractor upon receipt of a correct invoice from the Contractor, after approval by the Project Officer, based on the Fee Schedule listed in Table 1.

Table 1

<table>
<thead>
<tr>
<th>PHASE 1</th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>SW License Fees</strong></td>
<td></td>
</tr>
<tr>
<td>Modules Included:</td>
<td>Fees: $31,509 (one-time fee)</td>
</tr>
<tr>
<td>• Event CRM</td>
<td>• 50% due upon contract execution</td>
</tr>
<tr>
<td>• Membership Services</td>
<td>• 50% due at the completion of Task</td>
</tr>
<tr>
<td>• Facility Booking</td>
<td>7: Go Live</td>
</tr>
<tr>
<td>• Event Management and Coordination</td>
<td></td>
</tr>
<tr>
<td>• Accounts Receivable</td>
<td></td>
</tr>
<tr>
<td>• Query and Reporting</td>
<td></td>
</tr>
<tr>
<td>• System Access Manager</td>
<td></td>
</tr>
<tr>
<td>• iEBMS - Web Services License</td>
<td></td>
</tr>
</tbody>
</table>

| Implementation & Training Fees |  |
| Refer to details in Table 2 | $15,300 Invoiced monthly |

| **Web Transaction Fees** |  |
| 10,000 web transactions per year | Included |
| 25,000 web transactions per year | $8,150 (one time license upgrade fee: $1,223 (additional annual maintenance fee) |
|  | • Fees only be apply if County exceeds 10,000 transactions per year |

| **Annual Maintenance Fee** |  |
| Maintenance and Support | $6,188 (per year) |
|  | • Subject to annual increases as defined in the Agreement |
|  | • Payable annually, with first payment due 90 calendar days after the completion of Task 7: Go Live |

<p>| <strong>Application Hosting Fees</strong> |  |
| Monthly Hosting | $847.70 (per month) |
|  | • For 10 concurrent users/13 named users. |</p>
<table>
<thead>
<tr>
<th>Each Additional Named User</th>
<th>$13.90 (per month)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PHASE 2</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Implementation &amp; Training Fees</strong></td>
<td></td>
</tr>
<tr>
<td>Refer to details in Table 3</td>
<td>$8,200</td>
</tr>
<tr>
<td><strong>Service Rates - Phase 1 and Phase 2</strong></td>
<td></td>
</tr>
<tr>
<td>Standard Consulting</td>
<td>$150 per hour ($1200 per day)</td>
</tr>
<tr>
<td>Specialized (Technical/Financial) Consulting</td>
<td>$175 per hour ($1400 per day)</td>
</tr>
<tr>
<td>Travel Expenses (not to exceed)</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

3The calculation method for the number of Web Transactions is as follows: Using the chart below, each occurrence of a listed Application Transaction is multiplied the corresponding Weight to determine the number of Web Transactions, or fraction thereof, counted.

<table>
<thead>
<tr>
<th>Application Transaction</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Audience Participation</td>
<td></td>
</tr>
<tr>
<td>AUD Audience Logon</td>
<td>3.0</td>
</tr>
<tr>
<td>AUD Speaker Logon</td>
<td>1.0</td>
</tr>
<tr>
<td>AUD Message</td>
<td>0.5</td>
</tr>
<tr>
<td>Bulletin Management</td>
<td></td>
</tr>
<tr>
<td>BUM View Bulletins</td>
<td>0.2</td>
</tr>
<tr>
<td>Calendar of Events</td>
<td></td>
</tr>
<tr>
<td>COE View List</td>
<td>0.1</td>
</tr>
<tr>
<td>Calendar of Meetings</td>
<td></td>
</tr>
<tr>
<td>COM View List</td>
<td>0.2</td>
</tr>
<tr>
<td>Event Planner</td>
<td></td>
</tr>
<tr>
<td>EVP View Details</td>
<td>0.2</td>
</tr>
<tr>
<td>Fulfillment Order Processing</td>
<td></td>
</tr>
<tr>
<td>POP Confirmation</td>
<td>0.5</td>
</tr>
<tr>
<td>Job Processing</td>
<td></td>
</tr>
<tr>
<td>JOB Confirmation</td>
<td>1.0</td>
</tr>
<tr>
<td>Member Directory</td>
<td></td>
</tr>
<tr>
<td>MBD View Member Details</td>
<td>0.5</td>
</tr>
</tbody>
</table>

3Phase 2 is optional and will be completed at the County's discretion. The County will notify the Contractor in writing at least 30 days in advance of desired implementation of Phase 2.

3Monthly Hosting fees shall include database licensing up to the County's user level. These fees do not include licenses of all supporting software (e.g., Microsoft Office, Outlook, AutoCAD, etc.) at the user levels reasonably required for essential services.
Table 2: All listed Modules/Features shall be configured as part of Phase 1. Units and Hours refer to training and implementation services.

<table>
<thead>
<tr>
<th>Module/Feature</th>
<th>Selected</th>
<th>Units</th>
<th>CBT Hrs / Person</th>
<th>General</th>
<th>Special</th>
<th>Classes</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Project Management</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Initial Project Planning</td>
<td>✓</td>
<td>1 Days</td>
<td>1</td>
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<td>Project Management</td>
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<td>8 Weeks</td>
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<tr>
<td>Process Review</td>
<td>✓</td>
<td>1 Days</td>
<td>1</td>
<td>8.00</td>
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<td></td>
<td>8.00</td>
</tr>
<tr>
<td>Custom CBTs &amp; Documentation</td>
<td>✓</td>
<td></td>
<td>CBT</td>
<td></td>
<td></td>
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<tr>
<td>General</td>
<td></td>
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<tr>
<td>System Management Class</td>
<td>✓</td>
<td>1 Person</td>
<td>4</td>
<td>16.00</td>
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<td>16.00</td>
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<tr>
<td>Reporting Class</td>
<td>✓</td>
<td>1 Person</td>
<td>2</td>
<td>24.00</td>
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<tr>
<td>Base System Configuration</td>
<td>✓</td>
<td>8 Modules</td>
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<td>Sign-On, Navigation, Security ...</td>
<td>✓</td>
<td>1 Courses</td>
<td>1</td>
<td>4.00</td>
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<td>Marketing</td>
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<tr>
<td>Event CRM</td>
<td>✓</td>
<td>1 Courses</td>
<td>2</td>
<td>8.00</td>
<td></td>
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<tr>
<td>Import</td>
<td>✓</td>
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<tr>
<td>Membership Services</td>
<td>✓</td>
<td>1 Courses</td>
<td>2</td>
<td>8.00</td>
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<td>8.00</td>
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<td>EBEMS Membership Services</td>
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<td>2</td>
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<td>Service and Work Orders</td>
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<td>Exhibitor Catalog (including EBEMS)</td>
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<td>Exhibitor Service Orders</td>
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<tr>
<td>Exhibition Planner and Matchmaking</td>
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<td>Event Registration &amp; Housing</td>
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<td>EBEMS Registration</td>
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<td>Attendee Imports</td>
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<td>Attendee CRM</td>
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<td>Attendee Marketing Campaigns</td>
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<td>Housing</td>
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<td>GL Exports</td>
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<td>Query &amp; Reporting</td>
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<td>System Access Manager (Required)</td>
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<td>1 Courses</td>
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<td>Multi-Organization Environment</td>
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<td>Multi-currency Environment</td>
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<td>Multi-Lingual Environment</td>
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Estimated Total Hours: 25.00 | 20.00 | 16.00 | 62.00

Rates Per Hour:
- $150.00
- $175.00
- $50.00

Estimated Imple: $3,900.00 | $3,500.00 | $900.00 | $8,200.00
AGREEMENT NO. 170-10

EXHIBIT C

SERVICE LEVEL AGREEMENT

The purpose of the Service Level Agreement is to provide County the expectations within which issues reported with Contractor software will be captured, logged, reported on, and resolved. The responsibilities of both parties are included in this agreement.

This document describes the service level guidelines followed by the Contractor's call center operations, referred to as Technical Support and Client Care, under the standard annual maintenance agreement. This service covers upgrade assistance, coordination and troubleshooting of error messages, and simple "How To" questions on software functionality.

Submitting Issues and Monitoring Progress

Submitting Issues. Contractor encourages County to report incidents via E-mail and Web using the following:

- Web: http://support2.ungerboeck.com/USICaseSubmit/USICaseSubmit_p1_main.aspx
- E-mail: North America - support@ungerboeck.com
- Telephone: North America - 1-800-400-4052

Monitoring Progress. County can monitor progress of their incidents and enhancements on a website maintained by Contractor.

Priority and Response Guidelines

Priority 1: Critical
Catastrophic impact to mission critical functionality resulting in extremely serious interruptions to a County's production system. It has affected, or could affect, the entire user community. Tasks that should be executed immediately cannot be executed because of a complete crash of the system or interruptions in main functions of the production system. Data integrity is compromised and the service request requires immediate processing as the issue can result in financial losses.

Examples of Priority 1 issues include:

- Total loss or continuous instability of mission critical functionality
- System is down causing users to experience a total loss of service
- Inability to use a feature or functionality that is currently relied upon for mission critical functionality

Contractor Responsibilities for Priority 1 issues:

- Resources dedicated 7x24 until resolution or workaround in place
- If requested, County will be notified every 2 hours of progress until issue is resolved
- Developer resources will be assigned immediately to fix the issue as soon as the issue is reproduced in the Contractor's test lab
County Responsibilities for Priority 1 issues:

- Call the local support office to ensure that they are aware that this issue is Critical
- Provide all of the relevant information listed in County Responsibilities section below
- Designate resources to be available 7x24 to work with Contractor on resolution
- Provide a copy of database immediately upon request
- Allow Contractor to view the error using remote connectivity software such as GotoMeeting

Priority 2: High
Significant impact to mission critical functionality resulting in serious interruptions to normal operations or will negatively impact an enterprise-wide production system rollout. In a production system, important tasks cannot be performed, but the error does not impair essential operations, processing can still continue in a restricted manner, and data integrity may be at risk. Examples of Priority 2 issues include:

- Issues that are impairing, but not a total loss of mission critical functionality
- Intermittent issues that affect mission critical functionality
- Inability to deploy a feature that is not currently relied upon for mission critical functionality

County will receive a response within 1 day.

Priority 3: Medium
Minimal impact to business operations. It does not prevent operation of a system, or there could be minor degradation in performance. The error is attributed to malfunctioning or incorrect behavior of the software. Examples of Priority 3 issues include:

- Issues on the system that are not causing impact to mission critical functionality
- Non-repeated issues that have impacted mission critical functionality but have since recovered
- Time sensitive questions or information requests

County will receive a response within 3 days.

Priority 4: Low
The problem results in no interruptions to normal operations (no business impact). The issue consists of "how to" questions, installation and configuration inquiries, enhancement requests, or documentation questions. County will receive a response within 7 days.

Product Enhancements
Requests are reviewed by the Product Design Team once a week. If applicable to the EBMS product, the enhancement will be planned for an upcoming release. If not applicable to the EBMS product, then the Contractor will consider performing the enhancement on a fee-basis and will provide a written quote to the County, upon request.
Regular Business Hours
Contractor local support teams are available at the following times:

- North America: Monday through Friday, 6:00 a.m. to 6:00 p.m. US Central Standard Time (CST)
- Europe: Monday through Friday, 8:00 - 17:00 Central European Time (CET)
- Australia: Monday through Friday, 8:00 - 17:30. Australian Eastern Standard Time (AEST)
- Asia-Pacific: Monday through Friday, 8:30 - 18:30 Australian Eastern Standard Time (AEST)

Email and Web support for non-critical issues is not offered outside of regular business hours, however, telephone support outside of the hours above will be automatically transferred to Contractor offices if specified below:

- Europe: Calls received between 17:00 and 1:00 Central European Time (CET) will be automatically transferred to English speaking representatives in USI North America.
- Middle East: Calls received between 01:00 and 08:00 Europe time will be routed to USI Australia for response.

For critical and high priority issues, the call will be handed off to logical office at the close of business. Medium and Low priority calls will continue to be worked by the office who took the call, unless the County requests that the call be handed off.

For more information on support on weekends and public holidays, see Emergency Telephone Support below.

24x7x365 Emergency Support
Contractor offers emergency support by telephone 24 hour, 7 days per week, 365 days per year. Emergency support is reserved for Critical errors only (see definitions above). To access emergency support, County will call the Contractor offices in County’s region.

Upon request by the County, Contractor shall provide a quote for services to perform non-emergency maintenance and upgrades on behalf of the County’s System Administrator or IT department on weekends or outside of Contractor business hours.

County Responsibilities
In order to meet the service levels outlined in this document, County has the following responsibilities (where applicable):

- Provide a written description of the specific steps to recreate the issue, including screen prints, in Microsoft Word format.
- Provide full text copies of all error messages, including information in any Details window.
- Provide diagnostic window information (click Shift+Fl2 on any window).
- Whether this error occurs for all users or only specific users and on all computers or only specific computers.
- Ability to place their database on the Contractor’s FTP site in a timely manner if requested.
• Ability to accept GotoMeeting requests by Contractor to control your computer.

For performance issues, County will be asked to provide:
• Accurate timing (to the second) with comparisons to other machines (if relevant)
• Hardware specifications of County server and client computer (RAM and processor speed)

Escalation
The Contractor's systematic escalation process is intended to notify and brief various levels of management throughout the life cycle of the technical issue. Escalation timeframes are measured on a 24x7x365 basis.

<table>
<thead>
<tr>
<th>Contractor Role</th>
<th>Priority 1</th>
<th>Priority 2</th>
<th>Priority 3</th>
<th>Priority 4</th>
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</thead>
<tbody>
<tr>
<td>Manager, Client Care</td>
<td>2 hours</td>
<td>24 hours</td>
<td>15 days</td>
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<tr>
<td>Vice President of Client Services</td>
<td>24 hours</td>
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</tbody>
</table>

Scope of Service.
The maintenance service includes new releases, bug fixes, and technical troubleshooting to operate the system. Other services, including, but not limited to, those listed below are outside of the scope of the maintenance agreement. When requests of the following nature do not require a significant amount of time, Contractor will typically respond at no additional charge. However, in order to be fair to all clients, if the time commitment becomes excessive, the following services may be provided at an additional charge.

Remote Training.
The Contractor encourages the County to submit "How To" questions via the various online resources provided (specifically, via comments in the Help Text and User Forums). Remote training questions addressed by telephone to the Client Care team will typically be answered at no charge in the following cases: a) providing an accurate response does not require significant knowledge of the County's specific business processes or system configuration, b) the cumulative time spent answering questions for the County is not significant over the course of a month and c) responses will be provided after any Critical or High priority issues in the queue.

Customizations to the database.
If County arranges to modify data in the database by means other than technology provided by Contractor, any troubleshooting, maintenance and support work requested by County and resulting from such modifications, will be chargeable to County at Contractor's standard service rates. This includes, but is not limited to: stored procedures; SQL statements that UPDATE, INSERT, and DELETE data from the database; Triggers; Indexes created without prior authorization from Contractor.

Other Customizations.
Other customizations may include Crystal Reports, custom developed Web pages that access the database, SQL SELECT statements using the database. Any troubleshooting, maintenance and support work requested by County and resulting from modifications, will be chargeable to County at Contractor's standard service rates.
End of Support
Contractor discontinues support for older versions of the software after a period of time. Contractor will continue to offer technical assistance and training on versions for a period of up to five (5) years after the initial release date. Contractor has found that versions in production use for over two (2) years rarely have bugs as they have been thoroughly tested by our worldwide client base. Depending on the number of clients using a specific version, after two to three (2-3) years Contractor will issue a Limited Support Notice. Limited Support includes technical assistance and training, but does not include bug fixes or patches.
AGREEMENT NO. 170-10

EXHIBIT D

COUNTY NONDISCLOSURE AND DATA SECURITY AGREEMENT

Ungerboeck Systems International, Inc. agrees to hold County information, documents, data, images, records and the like (hereafter "Information") confidential and secure, and protect that Information against accidental loss, misuse, alteration, destruction, or disclosure. Information includes, but is not limited to, the information of the County, its employees, other contractors, residents, taxpayers, and property, and includes, but is not limited to, data that the County shares with Ungerboeck Systems International, Inc. for testing, support, conversion, or for support services.

Ungerboeck Systems International, Inc. agrees to maintain the security of the Information and will not divulge this Information or allow or facilitate access to it by any unauthorized person, for any purpose, or any information obtained directly, or indirectly, as a result of my participation on the Artisphere Management Software project. This Information includes, but is not limited to, information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his or her (hereinafter "his") real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, or date of birth, or that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Ungerboeck Systems International, Inc. also agrees not to directly or indirectly use or facilitate the use or dissemination of Information (whether intentionally or by inadvertence, negligence or omission) verbally electronically, through paper transmission or otherwise, for any purpose other than that directly associated with my officially assigned duties on the Artisphere Management Software project. Ungerboeck Systems International, Inc. is aware that any unauthorized use or disclosure of Information is prohibited and, in addition, may also constitute a violation of Virginia law (e.g., the Government Data Collection and Dissemination Practices Act, formerly called the Privacy Protection Act, Code of Virginia § 2.2-3800 et seq., and the Secrecy of Information Act, Code of Virginia § 58.1-3, which may be punishable by a jail sentence of up to six months and/or a fine of up to $1,000.00.)

Ungerboeck Systems International, Inc. also agree they will not divulge or facilitate the divulgance to or access by any unauthorized person of County confidential or proprietary Information obtained directly, or indirectly, as a result of participation on the Artisphere Management Software project. Ungerboeck Systems International, Inc. also agree to view, retrieve or access such Information only to the extent concomitant with my assigned duties on the Project and only in accordance with the County’s and Ungerboeck Systems International, Inc.’s access and security policies.

Ungerboeck Systems International, Inc. also agrees to take strict security measures and follow the County’s Information Security regulations to ensure
that Information is not improperly stored, that if stored that it is 
encrypted and stored securely, and fully protected from retrieval or access 
by non-authorized persons, and that any device or media on which data is 
stored, even temporarily, will have strict security and access control, and 
that Ungerboeck Systems International, Inc. will not cause any Information to 
leave Ungerboeck Systems International, Inc.’s work site or the County’s 
physical facility, if working onsite. Ungerboeck Systems International, Inc. 
also agree not to work remotely or remove any Information from Ungerboeck 
Systems International, Inc.’s work site or the County’s physical facility 
without express written authorization of the County’s Project Officer. If so 
authorized, Ungerboeck Systems International, Inc. understands that 
Ungerboeck Systems International, Inc. is responsible for the security of the Information and the electronic equipment or paper files on which the 
Information is stored. The signature below confirms that I have received and 
reviewed a copy of the County’s Information Security regulations”.

Ungerboeck Systems International, Inc. will ensure that any hardware, laptop, 
other equipment or media connected to the County network shall be free of all 
of all computer viruses and/or running the latest version of an industry 
will also ensure that my password, if any, is protected and not shared. No 
Information may be downloaded except as authorized by the County Project 
Officer and then only onto a County-approved device. Downloading onto a 
personally-owned device is prohibited.

Ungerboeck Systems International, Inc. also agrees to notify the County 
Project Officer immediately upon discovery or becoming aware or suspicious of 
any breach of this County Nondisclosure and Data Security Agreement, any 
County policy, access, my employer’s security system, or any unauthorized use 
or disclosure of the Information, or any other breach of this County 
Nondisclosure and Data Security Agreement, and Ungerboeck Systems 
International, Inc. will cooperate with the County in every way in any 
investigation to help the County regain possession of any Information, and to 
prevent its further unauthorized disclosure, use, or dissemination.

Upon completion of the Artisphere Management Software project, Ungerboeck 
Systems International, Inc. agree to return all information to the County 
Project Officer. I understand that this Agreement remains in full force and 
effect throughout the work on Artisphere Management Software project and 
remains in effect upon expiration, cancelation or termination of the 
contract.

Name (print): UNGERBOECK SYSTEMS INTERNATIONAL, INC.

Signed: 

Printed name: Kristopher Ungerboeck

Date: December 13, 2010

Attest: 

Date: 
AGREEMENT NO. 170-10

EXHIBIT E

EXEMPLARY ESCRROW AGREEMENT

I. ESTABLISHMENT OF ESCRROW
So long as the license described in the Agreement is in full force and effect, and as an additional material consideration for the granting, acceptance and continued benefits obtained and derived from such license, Ungerboeck Systems International, Inc., and the County agree that a copy of all source code material necessary to maintain all software licensed pursuant to their Contract shall be placed in escrow as described herein. Furthermore, the County will pay to list the County on the escrow policy for one (1) year from the signing of this Exemplar Escrow Agreement; thereafter the County may elect to continue on the policy for as long as the County maintains a license to the Software, and the County pays the renewal costs as determined by the Escrow Agent. All renewal notices will be sent by the Escrow Agent to the County Project Officer.

A. The escrow agent shall be Escrow Associates, LLC, 8302 Dunwoody Place, Suite 150, Atlanta, GA, 30350 ("Escrow Agent"). In the event that the Escrow Agent fails or refuses to assume the responsibilities of serving as escrow agent or ceases to act as escrow agent, the parties shall agree upon a new escrow agent and shall issue demands to the Escrow Agent to deliver the escrow material to a newly-designated escrow agent.

B. Source code material shall be released to the County by the Escrow Agent or its successor as escrow agent upon the occurrence of the following event(s):

1. If any proceeding in receivership, liquidation or insolvency is commenced against Ungerboeck Systems International, Inc., or any parent business entity thereof, and that proceeding is not dismissed within sixty (60) days; or

2. If Ungerboeck Systems International, Inc., makes any assignment for the benefit of its creditors, becomes insolvent, ceases to do business as a going concern, or seeks any arrangement of compromise with its creditors under any statute or otherwise.

C. Verification of the occurrence of a condition precedent to the release of the escrowed materials shall be by a reasonable manner and means to the reasonable satisfaction of the Escrow Agent or its successor escrow agent, with written notice and opportunity to object given to Ungerboeck Systems International, Inc. The Escrow Agent shall have five (5) calendar days to release the escrowed software or source code and/or documents, or to advise the County in writing of the existence of a conflicting demand.

II. VERIFICATION OF ESCRRowED MATERIALS
Verification of escrowed materials shall be by certified letter from the Escrow Agent or its successor escrow agent to the County stating the identity
of each document placed in escrow, the physical location of the escrow, and the date of establishment of the escrow.

III. ENHANCEMENT AND MODIFICATION
In the event that the software supplied to the County pursuant to the above-described license is enhanced or modified, Ungerboeck Systems International, Inc., agrees to deposit into escrow all documents and data reasonably necessary to support and maintain such enhancements and modifications pursuant to all of the terms and conditions of this Exemplar Escrow Agreement and the other Contract Documents.

IV. CONFLICTING DEMANDS
In the event that the parties to this Exemplar Escrow Agreement at any time give the Escrow Agent or its successor escrow agent conflicting demands, the Escrow Agent or its successor escrow agent shall promptly attempt to resolve the conflict. In the event that the Escrow Agent or its successor escrow agent is unable to resolve the conflict within ten (10) days, the Escrow Agent or its successor escrow agent shall interplead the escrowed materials into a court of competent jurisdiction. Each of the parties hereto agrees to indemnify and hold the Escrow Agent or its successor escrow agent harmless from all costs and expenses, including reasonable attorney's fees, in the event that a conflict of demands requires interpleader.

V. TERMS OF RELEASE OF ESCROWED MATERIAL
In the event that the material escrowed hereunder is released to Arlington County, said materials shall nevertheless remain the property of Ungerboeck Systems International, Inc., its assigns, trustees, and/or successors in interest. Upon release of the source code to the County, the County contemporaneously shall receive a perpetual, paid-up license to the source code, with free and clear title, interest, ownership, and possession of all configurations and site-specific source code. The escrowed materials shall be subject to all of the terms and conditions of the underlying license granted to Arlington County, including, but not limited to, trade secrets and confidentiality protection. The County agrees that the escrowed materials shall be used exclusively for the maintenance of the licensed software and for no other purposes. The County agrees to make all persons working with such licensed escrowed material aware of the terms and conditions of the license and their liability for unauthorized use of the licensed escrow material.