TO: ROBIN TECHNOLOGIES
16021 INDUSTRIAL DRIVE, STE 14
GAITHERSBURG, MD 20877

DATE ISSUED: APRIL 1, 2011
CURRENT REFERENCE NO: 208-11

TELEPHONES - PUBLIC TELEPHONES

PRIOR REFERENCE NO: 135-10

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

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective MAY 1, 2011 and expires on APRIL 30, 2012.

This is the EIGHTH year award notice of a possible TEN year contract.

The contract documents consist of the terms and conditions of Agreement No. 38-04, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

1) REFER TO AGREEMENT 38-04, AS AMENDED
2) PRICING FIRM FOR CONTRACT TERM

ATTACHMENTS:

1) AMENDMENT NOS. 1 THROUGH 7
2) AGREEMENT 38-04

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: MARK SINGER
VENDOR TEL. NO.: 301-468-0385 EXT. 101
VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR FAX. NO.: 301-444-9072
TAX IDENTIFICATION NUMBER (EIN/SSN): 52-1719245
EMAIL ADDRESS: MSINGER@ROBINTECH.COM

COUNTY CONTACT: JEFF BRANDT
COUNTY TEL. NO.: 703-228-7983

CONTRACT AUTHORIZATION

Pamela Hayes
Assistant Purchasing Agent

DATE

DISTRIBUTION

VENDOR: 1
BID FOLDER: 1
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 38-04
AMENDMENT NUMBER 7.

REFERENCE NUMBER 108-11

This Amendment Number 7 (Amendment) is made on the date of execution of the Amendment by the County and amends Agreement Number 38-04, as amended by Amendments No. 1 through 46 (Main Agreement) and made between Robin Technologies, Inc., 16021 Industrial Drive, Suite 14, Gaithersburg, MD 20877 (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, 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:

CHANGE THE “CONTRACT TERM” PARAGRAPH TO READ AS FOLLOWS:

CONTRACT TERM
Work under this Agreement shall continue from May 1, 2011 until April 30, 2012 (eighth “Subsequent Contract Term”), subject to any modifications as provided for in the Contract Documents for the Contract Term. No Work shall be deemed complete until it is accepted by the Project Officer. Upon satisfactory performance of the Contractor the County may, through issuance of a Notice of Award, authorize continued operations of the Contractor under the same contract unit prices for not more than four (4) additional twelve (12) month periods (each period is referred to as "Subsequent Contract Term").

Terms and Conditions
The work and payment called for under this Amendment shall be subject to all terms and conditions of the Agreement. All terms and conditions of the Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

ROBIN TECHNOLOGIES, INC.

AUTHORIZED SIGNATURE: [Signature]

AUTHORIZED SIGNATURE: [Signature]

NAME AND RICHARD D. WARREN, JR. TITLE: PURCHASING AGENT

DATE: 3/24/11

DATE: 2/24/2011

NAME AND MARK SINGLETARY TITLE: DIRECTOR OF FINANCE & ADMINISTRATION
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 38-04
AMENDMENT NUMBER 6

REFERENCE NUMBER 135-10

This Amendment Number 6 (Amendment) is made on the date of execution of the Amendment by the County and amends Agreement Number 38-04, as amended by Amendments No. 1 through 5 (Main Agreement) and made between Robin Technologies, Inc., 16921 Industrial Drive, Suite 14, Gaithersburg, MD 20877 (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, 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.

CHANGE THE "CONTRACT TERM" PARAGRAPH TO READ AS FOLLOWS:

CONTRACT TERM

Work under this Agreement shall continue from May 1, 2010 until April 30, 2011 (seventh "Subsequent Contract Term"), subject to any modifications as provided for in the Contract Documents for the Contract Term. No Work shall be deemed complete until it is accepted by the Project Officer. Upon satisfactory performance of the Contractor the County may, through issuance of a Notice of Award, authorize continued operations of the Contractor under the same contract unit prices for not more than three (3) additional twelve (12) month periods (each period is referred to as "Subsequent Contract Term").

Terms and Conditions

The work and payment called for under this Amendment shall be subject to all terms and conditions of the Agreement. All terms and conditions of the Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]

NAME AND RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 4/30/10

ROBIN TECHNOLOGIES, INC.

AUTHORIZED SIGNATURE: [Signature]

NAME AND TITLES: MARK SINO
TITLE: DIRECTOR OF FINANCE & ADMINISTRATION
DATE: 4/8/2010
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 38-04
AMENDMENT NUMBER 5.

REFERENCE NUMBER 163-09

This Amendment Number 5 (Amendment) is made on the date of execution of the Amendment by the County and amends Agreement Number 38-04, as amended by Amendments No. 1 through 4 (Main Agreement) and made between Robin Technologies, Inc., 16021 Industrial Drive, Suite 14, Gaithersburg, MD 20877 (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, 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.

CHANGE THE ADDRESS OF THE CONTRACTOR TO READ AS FOLLOWS:

Robin Technologies, Inc.
16021 Industrial Drive
Suite 14
Gaithersburg, MD 20877

CHANGE THE "CONTRACT TERM" PARAGRAPH TO READ AS FOLLOWS:

CONTRACT TERM

Work under this Agreement shall continue from May 1, 2009 until April 30, 2010 (sixth "Subsequent Contract Term"), subject to any modifications as provided for in the Contract Documents for the Contract Term. No Work shall be deemed complete until it is accepted by the Project Officer. Upon satisfactory performance of the Contractor the County may, through issuance of a Notice of Award, authorize continued operations of the Contractor under the same contract unit prices for not more than four (4) additional twelve (12) month periods (each period is referred to as "Subsequent Contract Term").

Terms and Conditions
The work and payment called for under this Amendment shall be subject to all terms and conditions of the Agreement. All terms and conditions of the Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.
WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]

NAME AND RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 4/20/09

ROBIN TECHNOLOGIES, INC.

AUTHORIZED SIGNATURE: [Signature]

NAME AND MARK SINGER
TITLE: DIRECTOR OF FINANCE & ADMIN
DATE: 4/16/09

TAXPAYER ID NUMBER, SSN/EIN: 521-77-9245
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 38-04
AMENDMENT NUMBER 4.

REFERENCE NUMBER 96-08

This Amendment Number 4 (Amendment) is made on the date of execution of the Amendment by the County and amends Agreement Number 38-04, as amended by Amendments No. 1 through 3 (Main Agreement) and made between Robin Technologies, Inc., 12156 Parklawn Drive, Rockville, MD 20852 (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, 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.

CHANGE THE "CONTRACT TERM" PARAGRAPH TO READ AS FOLLOWS:

CONTRACT TERM
Work under this Agreement shall continue from May 1, 2008 until April 30, 2009 (fifth "Subsequent Contract Term"), subject to any modifications as provided for in the Contract Documents for the Contract Term. No Work shall be deemed complete until it is accepted by the Project Officer. Upon satisfactory performance of the Contractor the County may, through issuance of a Notice of Award, authorize continued operations of the Contractor under the same contract unit prices for not more than five (5) additional twelve (12) month periods (each period is referred to as "Subsequent Contract Term").

Terms and Conditions
The work and payment called for under this Amendment shall be subject to all terms and conditions of the Agreement. All terms and conditions of the Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

ROBIN TECHNOLOGIES, INC.

AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: RICHARD D. WARREN, JR.
DATE: 2/20/08

AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: JONATHAN KLASNER, GENERAL MANAGER
DATE: 2/5/08

TAXPAYER ID NUMBER, SSN/EIN: 521-71-9245

ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 38-04
AMENDMENT NUMBER 3.

REFERENCE NUMBER 71-07

This Amendment Number 3 (Amendment) is made on the date of execution of the
Amendment by the County and amends Agreement Number 38-04 (Main Agreement) and
made between Robin Technologies, Inc., 12156 Parklawn Drive, Rockville, MD 20852
(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, 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.

CHANGE THE "CONTRACT TERM" PARAGRAPH TO READ AS FOLLOWS:

CONTRACT TERM
Work under this Agreement shall continue from May 1, 2007 until April 30, 2008
(fourth "Subsequent Contract Term"), subject to any modifications as provided for
in the Contract Documents for the Contract Term. No Work shall be deemed complete
until it is accepted by the Project Officer.
Upon satisfactory performance of the Contractor the County may, through issuance
of a Notice of Award, authorize continued operations of the Contractor under the
same contract unit prices for not more than six (6) additional twelve (12) month
periods (each period is referred to as "Subsequent Contract Term").

THE BALANCE REMAINS UNCHANGED

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE: [Signature]
NAME AND RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 3/5/2007

ROBIN TECHNOLOGIES, INC.
TAXPAYER
ID NUMBER, SSN/EIN: 521-71-9245

AUTHORIZED
SIGNATURE: [Signature]
NAME AND MOSER PHILIP
TITLE: PRESIDENT
DATE: FEB. 26, 2007

TITIE: [Title]
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 38-04
AMENDMENT NUMBER 2.

REFERENCE NUMBER 153-06

This Amendment Number 2 (Amendment) is made on the date of execution of the Amendment by the County and amends Agreement Number 38-04 (Main Agreement) and made between Robin Technologies, Inc., 12156 Parklawn Drive, Rockville, MD 20852 (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, 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.

CHANGE THE "CONTRACT TERM" PARAGRAPH TO READ AS FOLLOWS:

CONTRACT TERM
Work under this Agreement shall continue from May 1, 2006 until April 30, 2007 (second "Subsequent Contract Term"), subject to any modifications as provided for in the Contract Documents for the Contract Term. No Work shall be deemed complete until it is accepted by the Project Officer.

Upon satisfactory performance of 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 under the same contract unit prices for not more than seven (7) additional twelve (12) month periods (each period is referred to as "Subsequent Contract Term").

Terms and Conditions
The work and payment called for under this Amendment shall be subject to all terms and conditions of the Agreement. All terms and conditions of the Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: RICHARD D. WARREN, JR. PURCHASING AGENT
DATE: 3/28/06

ROBIN TECHNOLOGIES, INC.

TAXPAYER ID NUMBER, SSN/EIN: 521-71-9245
AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: JEFFREY KRASNOW GENERAL MANAGER
DATE: 3/17/06
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 38-04
AMENDMENT NUMBER 1.
REFERENCE NUMBER 115-05

This Amendment Number 1 (Amendment) is made on the date of execution of the Amendment by the County and amends Agreement Number 38-04 (Main Agreement) and made between Robin Technologies, Inc., 12156 Parklawn Drive, Rockville, MD 20852 (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, 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.

REPLACE THE ORIGINAL EXHIBITS A (SCOPE OF WORK) AND B (PAYMENT AND FEE SCHEDULE) WITH THE AMENDED EXHIBITS ATTACHED TO THIS AMENDMENT.

CHANGE THE "CONTRACT TERM" PARAGRAPH TO READ AS FOLLOWS:

CONTRACT TERM
Work under this Agreement shall continue from May 1, 2005 until April 30, 2006 (first "Subsequent Contract Term"), subject to any modifications as provided for in the Contract Documents for the Contract Term. No Work shall be deemed complete until it is accepted by the Project Officer.

Upon satisfactory performance of 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 under the same contract unit prices for not more than eight (8) additional twelve (12) month periods (each period is referred to as "Subsequent Contract Term").

Terms and Conditions
The work and payment called for under this Amendment shall be subject to all terms and conditions of the Agreement. All terms and conditions of the Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

ROBIN TECHNOLOGIES, INC.

TAXPAYER ID NUMBER, SSN/EIN: 521-71-9245

AUTHORIZED SIGNATURE: [Signature]

NAME AND TITLE: Richard D. Warren, Jr.
Purchasing Agent

DATE: 3/25/05

AUTHORIZED SIGNATURE: [Signature]

NAME AND TITLE: [Signature]

DATE: 3/22/05
PAYMENTS AND FEE SCHEDULE

- Initial installation and ongoing maintenance of Pay Phone Stations and Internet Kiosks shall be at no cost to County.

- When a pay phone or Internet kiosk under this contract generates over $110.00 per month in coin revenue, the Contractor shall pay to Arlington County a 21% commission of total revenue (from coin operated calls, operator services, toll-free calls, advertising at pay phone locations) for that month.

- When a pay phone or Internet kiosk under this contract generates between $80.00 and $109.99 per month in coin revenue, the Contractor shall not pay the County any commission, nor shall any fee be due for such phone from the County to the Contractor, for that month.

- If a pay phone or kiosk generates $79.99 or less in coin revenue per month, the County shall pay to Contractor a $49.95 service fee for such phone, for that month.

- The Contractor shall submit monthly invoices or credits to the County within 30 days of the end of the monthly billing period.

- The Contractor shall provide and install TDD phone stations for $1,600 per phone.

- If the County requests the removal of a pay phone or kiosk, the Contractor shall remove such phone at the cost of $150.

- If the County requests a change of pay phone or kiosk location, the Contractor shall make such change within 30 calendar days. The County shall pay the Contractor for performing this service at the hourly rate of $55.00 plus cost of materials.
AGREEMENT 38-04
EXHIBIT A
AMENDED

SCOPE OF WORK

1. The Contractor shall install, maintain, replace and upgrade all (contractor provided) pay phones for the County as requested by the County Project Officer.

The Contractor shall provide and install any TDD phone(s) requested by the county for the price of $1,600 per each TDD phone. Such TDD phone(s) shall become the property of the County at the time of County’s acceptance of the installation. The Contractor shall perform any maintenance of such TDD phones under the same payment and fee terms indicated in Exhibit B (Payments and Fee Schedule).

The Contractor shall provide, install and maintain Internet kiosks as requested by the County Project Officer. Internet kiosks purchased from the Contractor will be the property of the County, purchased at prevailing rates, and installed and maintained by the Contractor under the payment and fee terms indicated in Exhibit B.

The County plans to replace each pay phone station on a case by case basis to ensure revenue estimates and public safety are considered.

2. Moves, adds, & changes (MACS)

As revenue per phone is evaluated, there may be a situation where the pay phone is either not cost effective or does not serve as a public safety instrument. In those cases, the County reserves the right to direct the Contractor to remove such pay within 30 days after notice of request.

Equipment changes may require related services under the same payment and fee terms indicated in Exhibit B.
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CHARLENDON BOULEVARD
ARLINGTON, VA 22201

AGREEMENT NO. 38-04

THIS AGREEMENT is made, on the date of execution by the County, between Robin
Technologies, Inc., 12156 Parklawn Drive, Rockville, MD 20852 ("Contractor"),
a Maryland Corporation authorized to do 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:

CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Scope of Work)
and Exhibit B (Payment and Fee Schedule). 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.

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 this Agreement which is not contained in the Contract Documents,
and that all terms and conditions with respect to this Agreement are
expressly contained herein. The Contract Documents shall constitute the
Contract.

SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract
Documents (alternatively, the "Work"). The primary purpose of the Work is to
provide to the County Public Pay Phone Services. 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 services set forth in the
Contract Documents 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 its Work.

PROJECT OFFICER
The performance of the Contractor required by this Agreement is subject to
the review and approval of the County Project Officer, who shall be appointed
by the Director of the Arlington County Department of Technology Services or
designee. However, it shall be the responsibility of the Contractor to
manage the details of the execution and performance of its Work under this
Contract.

CONTRACT TERM
Work under this Agreement will commence upon execution by the County and will
be completed no later than March 31, 2005 ("Initial Contract Term"), subject
to any modifications as provided for in the Contract Documents for the
Contract Term. No Work shall be deemed complete until it is accepted by the
Project Officer.

AGREEMENT NO. 38-04
Upon satisfactory performance of 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 under the same contract unit prices for not more than nine (9) additional twelve (12) month periods (each period is referred to as "Subsequent Contract Term").

CONTRACT AMOUNT
The County will pay the Contractor in accordance with the terms of the Payment paragraph and Exhibit B for the Contractor's completion of the Work described and required in the Contract Documents subject to the terms and conditions in those documents. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section unless such amount is modified as provided in this Agreement. The Contract Amount includes all of Contractor's costs and fees (profit).

PAYMENT
Payment will be made by the County to the Contractor within 30 days after receipt by the County Project Officer of an invoice for Work done which is reasonable and allocable to the Agreement and which has been performed to the satisfaction of the Project Officer.

ADDITIONAL SERVICES
The Contractor shall not be compensated for any goods or services provided except those included in Exhibit A unless those goods or services are covered by a written Amendment to this Agreement signed by the County and the Contractor and a County Purchase Order is issued covering the expected cost of such services.

REIMBURSABLE EXPENSES
No reimbursable expenses are allowed under this Agreement. The lump sum Contract Amount includes all costs of providing the services described in this Agreement to the County.

ARLINGTON COUNTY BUSINESS LICENSES
The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code.

NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

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

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, sexual orientation, 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.

**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 in accordance with the Arlington County Resolution, the employees of whom 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.

**INDEMNIFICATION**

The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This indemnification shall survive the termination of this Contract.
COUNTY PURCHASE ORDER REQUIREMENT

County purchases of goods over $5,000.00 per transaction and purchases of services over $500 per transaction 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. A purchase order will be issued for any purchase if the vendor requires a purchase order for its records. The County will not be liable for payment for any purchases of goods over $5,000 per transaction or purchases of services over $500 per transaction 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 must satisfy themselves that the ordering person or agency is authorized to purchase goods or services in the name of the County. Please direct questions regarding this requirement to the County Procurement Officers at 703-228-3410.

FAILURE TO DELIVER

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the County, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a reduction in price to be determined solely by the County. This remedy shall be in addition to any other remedies, which the County may have. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County, Virginia, 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 Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The Contractor certifies that its offer is 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 purchase 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.

LIABILITY

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 strikes, fires, riots, rebellions, or Force Majeure, beyond the 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 the duties and responsibilities imposed by the Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of
the County, that make performance impossible or illegal, unless otherwise specified in the Contract.

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.

APPLICABLE LAW
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

AUTHORITY TO TRANSACT BUSINESS
In accordance with §13.1-613 of the Code of Virginia, any firm submitting a bid or proposal in response to this solicitation must be authorized to transact business in the Commonwealth of Virginia.

IMMIGRATION REFORM AND CONTROL ACT OF 1986
The Contractor certifies that it does not, and will not during the performance of the Contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

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 said Contract.

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. Further, 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.

DELIVERY
All goods are purchased P.O.B. point of delivery in Arlington County. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges shall be included in the unit prices or discounts bid for each item.

AGREEMENT NO. 38-04

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ARLINGTON COUNTY PURCHASING RESOLUTION
The Contract is governed by the applicable provisions of 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 Purchasing Resolution, is fifteen (15) days. Procedures for contractual disputes, administrative appeals, and protests are available upon request from the Office of the Purchasing Agent.

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

PATENTS AND ROYALTIES
The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

CONFIDENTIALITY AND RETURN OF RECORDS
The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or 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 the existence of this Contract shall be referred to the Project Officer or 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 under 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 work pursuant to this Agreement.

No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section.
COPYRIGHT
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 this Agreement. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Agreement, the Contractor's remedy in the event of termination of or dispute over the terms of this Agreement shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Agreement.

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 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 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 subcontract 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.
AUDIT
The Contractor agrees to retain all books, records and other documents related to this procurement for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) after the County’s audit but 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.

PROJECT STAFF
The County will, throughout the Contract Term and any renewal term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, 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 shall be solely the responsibility of the Contractor.

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.

SAFETY
The Contractor shall comply with, and ensure that the Contractor’s personnel and subcontracted personnel comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the General Industry and for the Construction Industry, the Federal Environmental Protection Agency Standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor’s competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor’s personnel from the work site.

The Contractor shall provide to the County, at the County’s request, a copy of the Contractor’s written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County’s request may result in cancellation of the award.

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PAYMENT TERMS
Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the Purchase Order by which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

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 project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefor and supportive documentation for the 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 amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

REPORT STANDARDS
Reports or written material prepared by the Contractor in response to the requirements of this Contract 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 the Contract 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 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.

NONAPPROPRIATION

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 nonappropriation 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 Board of Arlington County shall not be obligated under this Contract beyond the date of termination.

TERMINATION FOR DEFAULT

The Contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and 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 following the Initial Contract Term and all Subsequent Contract Terms, including warranty and guarantee periods. However, the County will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

In the event the County decides to terminate this Contract for failure to perform satisfactorily, the County will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen (15) day period will begin upon the mailing of notice by the County. If the Contractor fails to cure the default within the fifteen (15) days specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, 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. However, any amount equal to all additional costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either
subtracted from any amount due the Contractor or charged to the Contractor in the event the County terminates the Contract.

Except as otherwise directed by the County, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of 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 default 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.

**TERMINATION FOR THE CONVENIENCE OF THE COUNTY**
The performance of work under this Contract may be terminated by the 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.

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.

**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. The Contractor agrees to maintain such insurance until the completion of this Contract. All required insurance coverages 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:

- **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.
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.

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

Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." Therefore, the words "endeavor to" and "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

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

Business Automobile Liability - $500,000 Combined Single Limit (Owned, non-owned and hired).

The Contractor shall carry Professional Liability insurance which will pay for injuries 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.

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.

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 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 coverages are submitted to and acceptable to the County.

REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)
During the Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents. 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. 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 services in excess of the estimated annual Contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices in this Contract.

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.

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

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 judgement 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.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE:

NAME AND RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 4/29/04

ROBIN TECHNOLOGIES, INC.

TAXPAYER ID NUMBER, SSN/EIN 521-71-9245

AUTHORIZED SIGNATURE:

NAME AND JONATHAN KRASNER
TITLE: GENERAL
DATE: 4/25/04

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