NOTICE OF AWARD OF CONTRACT

TO: SHOWARE (USED IN VA BY: VISIONONE, INC.)
6781 N. PALM, SUITE 120
FRESNO, CA  93704-1074

DATE ISSUED: OCTOBER 18, 2010
CURRENT REFERENCE NO: 210-10
CONTRACT TITLE: PRKR - TICKETING SERVICES
PRIOR REFERENCE NO: N/A

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 ENCUMBING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective OCTOBER 18, 2010 and expires on SEPTEMBER 30, 2011.

This is the FIRST year award notice of a possible FIVE year contract.

The contract documents consist of the terms and conditions of Agreement No. 210-10, including any exhibits, attachments or amendments thereto.

CONTRACT PRICING:
REFER TO AGREEMENT NO. 210-10

ATTACHMENT:
AGREEMENT NO. 210-10

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

VENDOR CONTACT: PETE MARCHIONY
VENDOR TEL. NO.: 973-632-9897
VENDOR EMAIL: Pete.Marchiony@showare.com
VENDOR FAX. NO.: 559-431-5082
VENDOR PAYMENT TERMS: NET 30 DAYS
TAX IDENTIFICATION NUMBER (EIN/SSN): 77-0481262
COUNTY CONTACT: DEBORAH HAY
COUNTY TEL. NO.: 703-228-3608

CONTRACT AUTHORIZATION

PAMELA HAYES
ASSISTANT PURCHASING AGENT
DATE: 10/18/10

DISTRIBUTION
VENDOR: 1
BID FOLDER: 2
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 210-10

THIS AGREEMENT ("Agreement") is made, on the date of execution by the County, between VisionOne, Inc., 6781 N. Palm Avenue, Suite 120, Fresno, CA, 93704, doing business as ShoWare ("Contractor" or "ShoWare"), a California 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:

1. CONTRACT DOCUMENTS
The "Contract Documents" consist of this Agreement, Exhibit A (Scope of Services), Exhibit B (Price and Payment Schedule), and Exhibit C (County Nondisclosure and Data Security Agreement). The Contract Documents may be referred to as the "Contract".

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 term or terms 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.

2. SCOPE OF WORK
The Contractor warrants to the County that the goods and/or 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 all 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 ticketing services at 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 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 the Work.

3. CONTRACT TERM
Time is of the essence. Work under this Contract will commence upon execution of the Contract by the County, and be completed no later than SEPTEMBER 30, 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 in writing by the parties,
authorize continued operations of the Contractor for not more than four (4) additional twelve (12) month periods from October 1, 2011 to September 30, 2015. Each such period may 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 (the “Contract Amount”) unless such amount is modified as provided in this Agreement.

5. **CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U**
The Contract Amount shall remain firm for the first 24 months. 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 at the time they agree, in writing, to a Contract extension. Any increase in the contract amount for any Subsequent Contract Term shall not exceed the percentage of change in the U.S. Department of Labor’s Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period ending in APRIL of the year in which the Contract extension is agreed to in writing, and in no event shall exceed five percent (5%) from one Term to the next.

If the Contractor and the County do not agree on a Subsequent Contract Term contract amount using the procedure set forth above by the thirtieth (30th) calendar day prior to the end of the Initial Contract Term or the end of any Subsequent Contract Term, the County may terminate the Contract, regardless of whether the County has previously elected to extend the then-current Term. The contract amount agreed to by the parties 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 Agreement 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 Purchase Order by which authority services have been performed 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 Director of the 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 under 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 amendment to the Contract 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.

9. 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 Contract signed by the County and the Contractor and a County purchase order is issued covering the expected cost of such services.

Additional services agreed upon by the parties will be billed at the rates set forth in Exhibit B unless otherwise agreed.

10. ESCROW OF SOURCE CODE
In the event any proceeding in receivership, liquidation, bankruptcy, or insolvency is commenced against the Contractor or if the Contractor makes any assignment for the benefit of its creditors, becomes insolvent, ceases to do business as an ongoing concern, or seeks any arrangement of compromise within its creditors under any statute or otherwise, or is otherwise in breach of this Contract, the Contractor shall provide a copy of the source code of the licensed program software to the County. The County agrees that it will only use the copy of the source code internally to support the licensed program software. The Contractor shall deliver the source code to the County within five (5) calendar days when one or more of the events listed above occurs. If a copy of the source code is released by the Contractor to the County, the Contractor guarantees the County will receive therewith 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.

11. SOFTWARE LICENSE TERMS
The following are the terms that must be used in any software license that is executed by the County with the Contractor:

1. 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.
2. **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 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 this Agreement, the software package or any portion thereof, to any person other than employees of the County without prior written consent of the Contractor, and any such disclosure or transfer shall be consistent with the use in the single-user computer system.

   The County agrees not to reverse compile or disassemble 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 a direct product thereof without first obtaining such license or approval.

3. **COPYING RIGHTS**
   The County may make copies of Software and Documentation as required for backup or modification purposes in support of the use of the Software, 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 notice(s) in each form in which it appears, to the extent it is physically possible to do so.

4. **TERM**
   The term of this license 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 license if the County is in default of any of the terms and conditions of the parties’ Contract, and termination is effective if the County fails to correct such default within thirty (30) days after written notice thereof by the Contractor.

5. **SOFTWARE WARRANTY AND MAINTENANCE**
   The Contractor warrants that the Software will conform to the requirements and specifications as set forth herein. The Contractor warrants the operation of all Software for the term of this license and will provide all revisions, updates, upgrades, and minor releases to both the Software and the Documentation during this warranty as long as this license is effective.
12. **HARDWARE WARRANTY AND MAINTENANCE**

The Contractor represents and warrants that all goods provided by it in fulfillment of this Contract will be new, free from defects in material and workmanship, and will conform to, comply, function, and perform in accordance with the requirements and specifications, and that the Contractor will make all necessary adjustments, repairs, and replacements to maintain all goods in such condition during the term of the Contract and this warranty, in accordance with the terms and conditions of the Contract. The Contractor further warrants that each product furnished pursuant to this Contract will perform such general and specific operations and have such general and specific characteristics as described and claimed for them in any of the Contractor's published literature, descriptions, and specifications, whether or not such literature, descriptions, and specifications are included or referenced by a purchase order or this Contract.

All warranties shall survive inspection, acceptance, and payment, as long as this Contract is valid and enforceable, and the County is not behind in paying for on-going support services.

The County may, without notice to the Contractor, at the County's option, connect to the hardware purchased pursuant to this Contract any equipment manufactured or supplied by others, including, but not limited to, peripheral equipment, other computers, communications equipment, terminal devices, and the like, provided there is a standard, industry-established Ethernet or RS232 interface available. The Contractor shall promptly disclose to the County, upon request, subject to confidentiality, trade secret and non-competition agreements, the technical specifications for any given interface point of the hardware. The County shall accurately and fully advise the Contractor, in writing, at least thirty (30) days before the County intends to connect a new class of hardware or hardware that will be directly connected to the CPU, and the Contractor shall have the right to inspect, at its own cost, the specifications and installation of any such hardware. In the event that the Contractor is required to perform maintenance services on the hardware because of damage to the hardware resulting from the attachment of such equipment, such service shall be billed to the County at the Contractor's then-current standard hourly maintenance rates.

13. **REIMBURSABLE EXPENSES**

No reimbursable expenses are allowed under this Contract. The Contract Amount includes all costs and expenses of providing the goods and/or services described in the Contract to the County.

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 in furtherance of 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 in furtherance of 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 in furtherance of 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 this section 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 under this Contract beyond the date of termination specified in the County’s written notice.

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

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
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, 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 work pursuant to 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 prohibit 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 that term is 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 by the Contractor or its employees or subcontractors in furtherance of this Contract.

23. **TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

The Contract shall remain in force for the Initial Contract Term or Subsequent Contract Term(s) and until the County determines that all requirements and conditions have been satisfactorily met, including the following: the County has accepted the Work, and 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, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work. 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, indirect damages,
consequential damages, delay damages, replacement costs, 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, shall 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 shall 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 Purchasing Agent in whole or in part whenever the Purchasing Agent determines 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 and goods provided 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, damages, 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 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 save, defend, hold harmless and/or indemnify the County, 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.
26. INTELLECTUAL PROPERTY INDEMNIFICATION
The Contractor warrants and guarantees that no intellectual property rights (including copyright, patent, mask rights and trademark) of third parties are infringed or violated by the Contractor's provision of goods and services pursuant to this Contract.

The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officers, officials, departments, agencies, agents, and employees 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 by the Contractor in the performance of this Contract, including the use of any such item or items by the County. If the Contractor uses or provides any design, device, software, or materials covered by letters patent or copyright, it is mutually agreed and understood by the Contractor and the County, without exception, that the Contract Amount includes all royalties, licensing fees, or costs arising from or relating to the use of such design, device, software, or materials in any way involved with the Work.

The Contractor shall pay all copyright, patent or other royalties, if any, relating to the use by the County of the software or system provided by the Contractor. The Contractor shall defend, at its expense, any action or claim brought against the County or other above-named indemnitees to the extent that the action or claim is based on a claim that the manufacture, sale, operation or use of the software (or any part thereof) infringes any third party's U.S. patent rights or breaches any third party's U.S. copyright or industrial property rights, and the Contractor shall pay any and all costs (including, but not limited to, fines, penalties, license fees, court costs, attorney's fees and any costs or fees to the United States Patent and Trademark Office) and damages payable by the County in respect of any such action.

In addition, and without obviating the Contractor's responsibilities set forth above, if the software (or any part thereof) becomes or in the Contractor's opinion is likely to become the subject of a claim based on an alleged infringement or breach as described above, the Contractor may, at its expense, only with prior written agreement by the County, do one of the following:

(a) modify the software and/or system, so long as such modification is within the Contractor's or County's rights, so that there is no longer any infringement or breach without adversely affecting the functional capabilities of the software and/or system;

(b) procure for the County the right to continue to use the software and/or system; or

(c) substitute for the relevant software other software having a capability equivalent to the replaced software at no further expense to the County.
The Contractor shall have no liability respecting any claim of infringement or breach based entirely upon the combination, operation or use of the software with equipment, software, apparatus, devices or items not supplied by the Contractor and in a manner not substantially consistent with the Contractor’s specifications and instructions.

27. 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 Contract. 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 Contract, the Contractor’s remedy in the event of termination of or dispute over the terms of this Contract 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 Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this “Copyright” section.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract 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 Contract.

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 it 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 affiliates 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 of the Contract. 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) that 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 affected participants 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, to include, 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 services and provision of goods described herein.

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

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, 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/or services under this Contract are the exclusive property of the County (“Record” or “Records”), and all such Records shall be provided to and/or returned to County upon 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 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 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 goods and/or 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 parties for work related to this Contract.

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

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 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 Project Officer
shall make available to the Contractor any VFOIA request that the Project
Officer reasonably believes may apply to the Contractor.

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 it made its offer 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.

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
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 its 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 the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

34. AUTHORITY TO TRANSACT BUSINESS
The Contractor shall remain authorized to transact business in the Commonwealth of Virginia during the Initial Contract Term and any Subsequent Contract Term(s) of this Contract.

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 Contractor 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 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 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.

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 Contract, 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 cause a delay in the Work pending 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 for Arlington County, Virginia, and in no other court. In
performing its work pursuant to 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 the 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 OR GOVERNMENTAL 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; ESCRLOW 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 to which the heading refers.

51. NOTICES
Unless otherwise provided herein, all notices and other communications hereunder 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:

Rhonda Manfredo
6781 N. Palm Avenue
Suite 120
Fresno, CA 93704-1074

TO THE COUNTY:

The County Project Officer (refer to section headed Project Officer under the Contract Terms and Conditions section (Contractor shall request address from Project Officer));

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

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 pursuant to 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 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:

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 Indemnification - to protect the County against judgments and defend it against intellectual property infringement claims, in the amount of $1,000,000 per occurrence and $5,000,000 aggregate.
e. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of $1,000,000.

f. Additional Insured - Arlington County, its officers, elected and appointed officials, employees, and agents shall be named as an additional insured 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 hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." 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 Agreement, 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 Agreement, 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 agreement, 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.

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 coverages are 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 the County’s presence on other parties’ 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

55. HIPAA COMPLIANCE
The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security, and electronic transaction components of the Health Insurance portability and Accountability Act of 1996 (“HIPAA”). The Contractor shall be designated a business associate pursuant and will be required to execute an Arlington County Business Associate Agreement pursuant to 45 C.F.R. § 164.502(e) and § 164.504(e).

56. ADA COMPLIANCE
Compliance with the Americans with Disabilities Act (ADA) shall be the sole responsibility of the Contractor. The Contractor shall defend and hold the County harmless from any expense or liability arising from the Contractor’s non-compliance therewith. The Contractor’s responsibilities related to ADA compliance shall include, but not be limited to, the following:

Access to Programs, Services and/or Facilities: The Contractor shall ensure its programs; services and facilities are accessible to persons with disabilities, as required by the ADA. If a particular facility or program is not accessible, the Contractor shall provide equivalent services in an accessible alternate location or manner to ensure that persons with disabilities are not denied access to services.

Effective Communication: The Contractor, upon request, shall provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the
Contractor's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments, as required by the ADA.

Modifications to Policies and Procedures: The Contractor shall make the necessary modifications to its policies and programs to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services, and activities, as may be required by the ADA. For example, individuals with service animals are welcomed in the Contractor's offices or facilities, even where pets are generally prohibited.

The Contractor shall not place a surcharge on a person with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy.

Employment: The Contractor shall not discriminate on the basis of disability in its hiring or employment practices and will comply with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under the ADA.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]

NAME AND TITLE: RICHARD D. WARREN, JR. PURCHASING AGENT
DATE: 10/18/10

VISIONONE, INC.
dba ShOware

TAXPAYER ID NUMBER: 77-0481262

AUTHORIZED SIGNATURE: [Signature]

NAME AND TITLE: BRUNO BOSSI CEO
DATE: 9/24/2010
AGREEMENT NO. 210-10

EXHIBIT A

SCOPE OF SERVICES

I. SCOPE

Overview: The Contractor warrants that it understands the requirements of the County relative to the Work and agrees to provide a hosted, web-based ticketing system, which will support Artsisphere events and performances and be easily expandable to accommodate additional venues and events. The Contractor shall provide Call Center operations in support of the system. The Contractor shall provide ongoing maintenance and customer support.

II. TASKS

A. Task 1: Manage the Project Schedule
   The Contractor shall:
   1. Annotate the Project Schedule shown in Appendix B to include actual dates based on the contract execution date.
   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: 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/training environment.
   2. Brand the system to be consistent with www.arlingtonarts.org, based on the existing www.arlingtonarts.org style sheets, logos, and images.
   3. Install and configure all necessary server-related hardware and software required for the system.
   4. Setup and configure the PayFlow Pro Payment Gateway.
   5. Provide detailed specifications for formatting data for loading into the system.
   6. Configure two (2) seat map templates defined by the County.
   7. Procure the following peripherals to support the initial installation of the system: two (2) ticket printers, three (3) cash drawers, and three (3) credit card readers. The peripherals shall be delivered to the County at the following address: Melvin Gerald, c/o Arlington County Government – Artsisphere, 3700 S. Four Mile Run Dr., Arlington, Virginia, 22206.
   8. Provide step-by-step instructions for the installation and configuration of the ticket printers, cash drawers, and credit card readers physically located in County facilities.

C. Task 3: Test the System
   The Contractor shall:
   1. Test all implementations of the system. At least one (1) iteration of testing must be done after production data of at
least two (2) seat maps and one (1) event per venue has been loaded.

2. Fix and retest any errors in the system. Fixes should be applied and retested by 5:00 p.m. (Pacific Time) two (2) business days after the error is identified.

3. Certify, in writing, that the system is working as designed to meet the County’s requirements.

D. Task 4: Provide System Documentation
The Contractor shall provide the documentation necessary for the County to understand the functions and features of the system and how to operate and monitor system processes. All documentation shall be written in clear, concise, easily understood, and grammatically correct English with diagrams and data models. All documentation shall be provided in paper (one (1) copy) and electronic format (.pdf, .doc, or .docx).

E. Task 5: Train the Users
The Contractor shall:

a. Provide a documented training plan to ensure that the County is prepared to perform its duties associated with the on-going business and support operations in relation to the system.

b. Conduct four (4) onsite training sessions at a County facility over the course of one (1) day. Each training session will last one (1) hour and be 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. The Contractor shall not be reimbursed for travel-related expenses.

F. Task 6: Go Live
Upon completion of system implementation, testing, and training, within two (2) business days of request by the County, the Contractor shall perform all the activities necessary to bring the system into production operation, accessible by the public and the County.

G. Task 7: Hosting Services
The Contractor shall provide hosting services for the system at 6781 N. Palm Avenue, Suite 120, Fresno, CA, 93704. Except for purposes of resolving a Critical issue, as defined in Section VI, the Contractor shall not move the system to an alternate physical location without the prior written approval of the County. Details of the Hosting services can be found in Section V.

H. Task 8: Post-Implementation Support
The Contractor shall:

1. Provide “24 x 7 x 365” Help Desk support, via phone and either email or web reporting, to an unlimited number of County contacts, as identified by the County.

2. Provide issue response time in accordance with the Service Level Agreements set forth in Table 1 of Appendix A.

3. Log, review, and remediate and test, as appropriate, all issues submitted to the Help Desk.

4. Provide all future upgrades free-of-charge, regardless of platform/technology changes.

5. Procure peripherals upon request by the County. Upon request by the County, the Contractor shall provide within two (2) business
6. Make website design changes to the system upon request by the County. Upon request by the County, the Contractor shall provide within two (2) business days a quote for the number of hours required to implement design changes. Upon approval by the County, the Contractor shall complete the changes within ten (10) business days.

I. Task 9: Call Center Operations
The Contractor shall:
1. Provide ticket sales through a Contractor-staffed Call Center.
2. Provide order fulfillment services, including ticket printing and mailing through the US Postal Service, when requested by the ticket purchaser. Order fulfillment services shall be completed with sufficient time for tickets to be delivered to the ticket purchaser-specified US Address by regular US Mail no less than seven (7) calendar days prior to the performance date.
3. Upon request by the County, provide Call Center statistics reports detailing County-related Call Center ticket sales and order fulfillment services.

III. FEATURES AND FUNCTIONS

A. Ticketing
1. The system shall support multiple venues and the sale of approximately 100,000 tickets in the first year, with the ability to sell an unlimited number of tickets to an unlimited number of events. The County does not guarantee any number of tickets will be sold.
2. The ticketing system shall give the County full control over what venues and events are displayed, ticketed, and advertised.
3. The ticketing system shall be custom-branded with a County-defined look and feel, to include logos, pictures, colors, and fonts.
4. The ticketing system shall support sales via a County-staffed Box Office, the Internet (patron self-service), and a Contractor-provided Call Center.
5. Patrons and staff will be able to search for events and performances by event name, performance date, and venue.
6. The ticketing system shall support bar-coded print-at-home tickets, as well as custom tickets printed by the County’s Box Office or the Contractor-provided Call Center.
7. The system shall provide a cutoff date per performance by which customers may no longer opt for Call Center fulfillment due to the lack of sufficient time to process and deliver tickets through regular first-class US Mail from the Call Center.
8. The system shall support both Reserved Seating and General Admission performances.
9. The system shall allow template and customized seat maps to be established per venue, event, or performance.
10. For Reserved Seating performances, the system shall allow the patron to choose their own seats from the seat map or have the seats chosen by the system using a “Best Available Seats” algorithm. Each seat map shall have a Best Available Seat algorithms defined by the County.

11. For General Admission performances, the seat maps shall provide an information-only layout of the venue.

12. The system shall hold seats for a length of time, determined by the County, during the ticket purchasing process. Once the hold has expired, the seats will be made available for purchase by other patrons.

13. The system shall not sell more tickets than are made available or double-book specific seats.

14. The system shall minimize the occurrence of “orphan seats”.

15. The system shall accept cash, check, money order, and credit cards (American Express, MasterCard, Visa, Discover) as payment.

16. The system shall allow for County-defined discount/promotion codes to be entered by customers. Such codes shall reduce ticket prices by a percent or dollar value. Discount/promotion codes shall be valid for specified performances or events only and shall be applied to tickets sold during a County-defined date range only.

17. Refunds shall be processed as credits to a patron’s account or applied to the patron’s credit card.

18. Patrons shall be able to establish an account in the system to purchase tickets, view a history of their ticket purchases, and re-print tickets.

19. County box office staff shall be able to print or re-print tickets for “Will Call” or for patrons who have lost their tickets.

20. The system shall support the reservation and distribution of free tickets.

21. The system shall allow patrons to purchase a County-defined ticket subscription or package (i.e., the same number of tickets to a series of performances).

22. The Contractor is only entitled to receive the fees established in Exhibit B. Ticket pricing, including base ticket price, convenience fees, and any additional surcharges, is entirely at the discretion of the County. Any fees and surcharges passed to the ticket purchaser are determined by the County.

23. The system shall allow patrons to exchange tickets for same price seats, when seats are available, at the discretion of the Box Office or Call Center staff.

B. **User/Customer Interface**

1. The system shall have a user-friendly, intuitive interface across all functions performed by staff or patrons.

2. The system shall be load balanced to minimize lag time between a user action/request and a system response.

3. The system shall have a “quick sale” option which allows staff to bypass the collection of patron data when there is insufficient time to collect such data.

4. The system shall allow patrons and staff to define their login credentials. The system shall allow customers to reset their password or receive an automated password reminder email without interaction with staff.

5. The system shall encrypt passwords and shall never display to any user a password in plain text.
6. Contractor Call Center staff shall use scripts provided by the County when speaking with patrons who have called regarding tickets for a performance at one of the County’s venues.

C. Patron Management and Development
1. The system shall allow the County to determine what demographic information is collected about patrons.
2. The system shall allow patrons to make monetary donations to County-established fundraising campaigns, in conjunction with or independent of a ticket purchase.
3. The system shall allow patrons to purchase a Membership and allow different levels of Membership. The system shall allow Memberships to be used for advanced ticket sales and special ticket pricing.
4. The system shall allow patrons to opt-in or opt-out of communications from the County which are not directly related to a sales transaction.

D. Security
1. The system shall employ permission-based security, such that users are able to perform only those functions they are authorized to perform.
2. The Contractor and its hosting facility shall adhere to Payment Card Industry (PCI) 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.

E. Data & Reporting
1. All data entered into the system shall belong to the County. The Contractor shall provide unlimited space for patron, event, and ticketing data. The Contractor shall not remove data from the system without written approval from the County.
2. 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.
3. 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.
4. The system shall allow for any data to be exported to a comma-delimited or Excel file.
5. The system shall provide a series of industry “best practice” reports, including reports that list and provide analysis of patron, event, performance, donation, and ticket sales data.

F. Handling of Funds
1. The system shall deposit all funds collected electronically directly into the County’s account.
2. The system shall produce daily reports that show the amount of money collected on a given date and the source of those funds (i.e., cash, check, credit card, or money order).

IV. TECHNICAL ENVIRONMENT
A. The system shall process all ticket sales transactions in real time.
B. The system shall be web-based and include both a self-service patron module and a County staff module. The County staff module and patron modules shall have different URLs.

C. 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 their task with all critical content, links, and core functionality available and accessible.

D. The system shall not download any files to a patron’s PC.

E. The system shall provide an XML-based API for use in developing interfaces with third party applications.

V. HOSTING SERVICES

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.
   3. Have adequate cooling and filtration for efficient server operation.
   4. Have at least one fire-suppression system.
   5. Have 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, with a minimum data transfer speed of 45 Mbps.

B. The Contractor shall:
   1. Host the system on multiple load-balanced servers.
   2. Segregate the County’s data from other data on the servers.
   3. Backup the County’s system daily with a minimum of one backup per week stored at a secure off-site location.
   4. Take commercially reasonable steps to cause the system to be available to the County and the County’s customers on the Internet ninety-nine percent (99%) of the time during the term of this Contract.
   5. Use commercially reasonable efforts to ensure reasonable response times for the County and the County’s customers accessing the system.
   6. Perform all system administrative functions and maintenance in accordance with recommendations from the hardware and installed software vendors.
   7. Perform all non-Emergency maintenance between the hours of 11:00 PM and 2:00 AM (PT). Due to the load balanced nature of the system, this maintenance should not impact the County’s system. The County shall be notified in the event that the non-Emergency maintenance window extends beyond these hours or may have an impact on the availability or accessibility of the system.
   8. Perform all Emergency maintenance as required. Emergency maintenance is defined as maintenance required to resolve a Critical Issue, as defined in Appendix A, or required to eliminate or mitigate the likelihood of the imminent occurrence of a Critical Issue. The Contractor shall make a reasonable attempt to notify the County in advance of performing Emergency
VI. TRANSITION AT CONTRACT CONCLUSION

Should this Contract be terminated for any reason, or at the conclusion of this Contract'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, including, but not limited to:

1. Any custom source code developed for the County and paid for by the County as Custom Development services.

2. Complete exports of all County data, formatted as Microsoft Excel (.xls) or Comma Separated Value (.csv) files, if for any reason such exports cannot be completed by the County using the system's data export and reporting capabilities. Backup data from off-site storage shall be made available to the County, if such data is not available in through these exports.

3. Other software owned by the County, if applicable.

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 a maximum of eight (8) hours, at the hourly rate for Custom Development services of $150.00/hour as set forth in Exhibit B of this Contract, 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.
Table 1: Issue Response Time

The Contractor shall use an issue classification system to identify the severity of an issue and shall provide response times meeting or exceeding the following:

<table>
<thead>
<tr>
<th>Severity</th>
<th>Definition</th>
<th>Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical</td>
<td>System is not able to complete ticket sales and/or ticket purchases.</td>
<td>Upon discovery, or notification by the County or a third party, the Contractor shall begin problem resolution within 15 minutes.</td>
</tr>
<tr>
<td>High Priority</td>
<td>System is not performing as designed, but a convenient or intuitive workaround is available.</td>
<td>Upon discovery, or notification by the County or a third party, the Contractor shall begin problem resolution within 12 hours.</td>
</tr>
<tr>
<td>Low Priority</td>
<td>Issue does not have a major impact on system operations.</td>
<td>Upon discovery, or notification by the County or a third party, the Contractor shall log the issue within 24 hours. The Contractor shall review Low Priority issues when determining system enhancements for inclusion in future versions of the system. The Contractor shall not close or delete any unresolved County-identified Low Priority issues without written approval by the County.</td>
</tr>
</tbody>
</table>
# | Tasks To Be Completed | Time to complete (days) | Business Days from Contract Execution | Responsible Party | Notes |
--- | --- | --- | --- | --- | --- |
1 | CONTRACT EXECUTION | | | | |
2 | Send out welcome email | 1 | 1 | Contractor | Email to be sent from Contractor Project Manager to County Project Officer |
3 | Kick off meeting. Go over business model. Establish proposed "live" date Tech contact name, phone number, email (who handles website and hosting) Confirm website URL for development Ticketing URL (tickets.XXXXXX.com) Determine Modules Required: Donations, Memberships, Fixed Subscriptions, Access Control, Mixed Baskets, ReCaptcha Determine what equipment or peripherals will need to be ordered Determine if ticket stock needs to be ordered by ShoWare or County County instructed on setting up internet enabled merchant account | 1 | 2 | Contractor and County | Phone meeting can be completed in one business day. Scheduling is dependent on County's availability. |
<table>
<thead>
<tr>
<th>Step</th>
<th>Task Description</th>
<th>Duration</th>
<th>Responsible Party</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Send Post Kick Off Meeting email including seat map requirement and example sheets</td>
<td>1</td>
<td>Contractor</td>
</tr>
<tr>
<td></td>
<td>Email to be sent from Contractor Project Manager to County Project Officer. County to begin working on Seat Map requirements.</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>5a</td>
<td>Establish IP address</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>County receives quotes for any desired equipment and/or standard ticket stock</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5b</td>
<td>Set up internet enabled merchant account</td>
<td>4</td>
<td>Contractor</td>
</tr>
<tr>
<td></td>
<td>*Task must be completed before Production Site can be approved (Step 10)</td>
<td></td>
<td>County</td>
</tr>
<tr>
<td></td>
<td>Task needs to begin when Development Site is created. Completion of task may take approximately 10 business days. This step will not delay all later steps, but must be completed prior to approval of Production Site (Step 8).</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Order requested hardware and/or ticket stock</td>
<td>1</td>
<td>Contractor</td>
</tr>
<tr>
<td>6b</td>
<td>County completes seat map requirements, sets up A-record &amp; points A-record to assigned IP address</td>
<td>1</td>
<td>County</td>
</tr>
<tr>
<td>7</td>
<td>Testing, Training &amp; Review of Development Site</td>
<td>6</td>
<td>Contractor</td>
</tr>
<tr>
<td></td>
<td>Documentation must be delivered as part of this task.</td>
<td>17</td>
<td>County</td>
</tr>
<tr>
<td>8</td>
<td>Development Site Approved</td>
<td>1</td>
<td>County</td>
</tr>
<tr>
<td>9</td>
<td>Move Development Site to Production</td>
<td>5</td>
<td>Contractor</td>
</tr>
<tr>
<td></td>
<td>Duplicate website created and tested</td>
<td>23</td>
<td></td>
</tr>
<tr>
<td>Step</td>
<td>Description</td>
<td>Timeframe</td>
<td>Location</td>
</tr>
<tr>
<td>------</td>
<td>--------------------------------------------------</td>
<td>-----------</td>
<td>----------</td>
</tr>
<tr>
<td>1</td>
<td>SSL certificate ordered &amp; installed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Payment Gateway ordered, installed &amp; tested</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Reserved Seat Map created</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Production Site Approved</td>
<td>1 24</td>
<td>County</td>
</tr>
<tr>
<td></td>
<td>Internet Enabled Merchant Account (step 5b) must be set up prior to Production Site approval.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>County populates site</td>
<td>5 29</td>
<td>County</td>
</tr>
<tr>
<td></td>
<td>County begins building events and entering general information into System.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Site declared live &amp; tickets go on sale to public</td>
<td>1 30</td>
<td>Contractor and County</td>
</tr>
</tbody>
</table>
AGREEMENT NO. 210-10

EXHIBIT B

PRICE AND PAYMENT SCHEDULE

The County shall pay the Contractor on a monthly basis upon receipt of an accurate invoice from the Contractor based on the fees listed in Table 1 and approved by the Project Officer.

**TABLE 1 - Fees**

<table>
<thead>
<tr>
<th>#</th>
<th>Item</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Graphical Development &amp; Implementation</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• System Installation and Hosting Services</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Graphical Design Concept</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Seamless integration of system into Artisphere website</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Venue Presentation</td>
<td>No Fees(^1)</td>
</tr>
<tr>
<td></td>
<td>• Dynamic site layout</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Creation of six (6) seat maps</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Training with unlimited ongoing 24/7 support</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Payment Gateway setup and deposit of funds to Wachovia</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td><strong>Online Orders:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• SSL and Payment Gateway setup</td>
<td>$1.00 per ticket(^2)</td>
</tr>
<tr>
<td></td>
<td>• Monthly Secure Server Certificate</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Domain Name transfer or set up</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Unlimited Events, Performances, Locations</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Unlimited Users</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td><strong>Box Office/Phone Orders:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Complete Online Ticketing System</td>
<td>$0.25 per ticket(^2)</td>
</tr>
<tr>
<td></td>
<td>• Call Center / Box Office Module</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Unlimited Events, Performances, Locations</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Unlimited Users</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Unlimited Administrative Access</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 24/7 Technical Support</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td><strong>Subscription Packages</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Complete Fixed Subscription Module</td>
<td>$3.50 per package(^2)</td>
</tr>
<tr>
<td></td>
<td>• Unlimited Fixed Season Packages, Mini Plans, and Series</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Pricing is for Online and Offline Packages</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td><strong>PayPal Payflow Pro</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Payment Gateway setup</td>
<td>$59.95 per month(^1) +</td>
</tr>
<tr>
<td></td>
<td>• Pass-through costs from Payflow Pro</td>
<td>$0.10 per credit card transaction after first 1,000 in month(^1)</td>
</tr>
<tr>
<td></td>
<td>• First 1,000 credit card transactions per month are included in monthly fee</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Custom Development</td>
<td>Order Fulfillment Service</td>
</tr>
<tr>
<td>---</td>
<td>---------------------</td>
<td>------------------------------------------------------------------------------------------</td>
</tr>
</tbody>
</table>
| 6 | Custom Development/Content Management | - Ticket Printing  
- Envelope stuffing  
- Postage (regular mail)  
- Fees are in addition to per ticket fees for Box Office/Phone or Online sales or per order fees for Call Center sales | - Open 12 hours per day (hours can be extended based on demand).  
- 30+ dedicated lines to handle high demand  
- Custom branded messaging  
- Intelligent call routing with back end screen pop  
- Extensive reporting |
| 7 |                                                           | $3.50 per order$                                                                          | $4.00 per order$                                                                     |
| 8 |                                                           |                                                                                         |                                                                                      |
| 9 | ShoWare™ Access Control                                  | Real Time ticket scanning for bar coded tickets  
- WiFi ready; no onsite server required  
- Fee represents a one-time setup fee |                                                                                      |
| 10| Wireless Bar Code Scanner                                | Requires ShoWare™ Access Control  
- Operates using wireless internet connection  
(requires secure wireless internet access point) |                                                                                      |
| 11| Boca Thermal Ticket Printer                               | Boca Thermal Ticket Printer with cutter  
- Includes standard ticket hopper |                                                                                      |
| 12| Credit Card Swipe                                        | Credit card swipe, mini wedge, USB connection |                                                                                      |
| 13| Cash Drawer                                              | Stainless, 3 slots, USB, random key, no bell, black |                                                                                      |

$150.00 per Hour$ $3,000.00$ $1,123.00 each$ $1,285.00 each$ $85.00 each$ $256.00 each$

Notes:

$^1$No Increase – Stated fee will not be increased over the life of the agreement, including renewal years.  
$^2$CPI Index – Stated fee is fixed for the initial contract year and first renewal year. Stated fee may be adjusted in each subsequent renewal year, beginning with the 2nd renewal year, based on the National Consumer Price Index with a maximum limit of a 5% adjustment per year.  
$^3$Vendor Pricing – Stated fees are valid for the initial contract year only. Fees may be adjusted in each subsequent renewal year, based on Contractor’s ability to renegotiate fees with equipment providers. In subsequent renewal years, the Contractor shall provide, in writing, a quote for equipment purchase upon request from the County. The County reserves the right to procure equipment from the Contractor or from any vendor from whom equipment that is compatible with the system can be purchased. Shipping charges are not included in the listed fee.
AGREEMENT NO. 210-10

EXHIBIT C

COUNTY NONDISCLOSURE AND DATA SECURITY AGREEMENT

I agree that I will hold County information, documents, data, images, records and the like (hereafter "information") confidential and secure and to 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 ShoWare for testing, support, conversion, or for support services.

I agree that I will maintain the security of the Information and I 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 Ticketing 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/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.

I also agree that I will not 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 Ticketing project. I am 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.)

I also agree that I will not divulge or facilitate the divulgence to or access by any unauthorized person of County confidential or proprietary information obtained directly, or indirectly, as a result of my participation on the Artisphere Ticketing project. I 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 my employer’s access and security policies.

I also agree that I will 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 I will not cause any such Information to leave my employer’s work site or the County’s physical facility, if working onsite. I also agree that I will not work remotely or
remove any Information from my employer’s worksite or the County’s physical facility without express written authorization of the County’s Project Officer. If so authorized, I understand that I am responsible for the security of the Information and the electronic equipment or paper files on which the Information is stored.

I will ensure that any equipment, 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 standard virus protection program. I 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.

I also agree that I will 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 I 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 Ticketing project, I agree to return all information to the County Project Officer. I understand that this Agreement remains in full force and effect throughout my work on Artisphere Ticketing project and remains in effect upon reassignment or my departure from my current employer.

Name (print): [Signature]

Signed: [Signature]

Date: 9/24/2010

Attest: [Signature]

Date: 9/24/2010