NOTICE OF AWARD OF CONTRACT

TO: FAST ENTERPRISES, LLC
6400 S. FIDDLER’S GREEN
CIRCLE, SUITE 1500
GREENWOOD VILLAGE, CO 80111

DATE ISSUED: JUNE 21, 2011
CURRENT REFERENCE NO: 285-11
CONTRACT TITLE: DTS/ACE MAINTENANCE
PRIOR REFERENCE NO: 312-10

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

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

This is the SECOND year award notice of a FIVE year contract.

The contract documents consist of the terms and conditions of Agreement No. 312-10, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:
REFER TO EXHIBIT B OF AGREEMENT NO. 312-10

ATTACHMENTS:
AGREEMENT 312-10

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

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VENDOR CONTACT: JAMES HARRISON
VENDOR TEL NO. 877-746-4544
VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR FAX NO.: 
TAX IDENTIFICATION NUMBER (EIN/SSN): 
EMAIL ADDRESS: jgh@gentax.com

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

CONTRACT AUTHORIZATION

Pamela Hayes
Assistant Purchasing Agent

DATE

VENDOR: 1
BID FOLDER: 2

DISTRIBUTION
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201

AGREEMENT NO. 312-10

THIS AGREEMENT is made, on the date of execution by the County, between Fast Enterprises, LLC, a New York corporation, 6400 S. Fiddler's Green Circle, Suite 1500, Greenwood Village, CO 80111 (referred to herein as "Contractor" or "Fast"), 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 No. 312-10 (Agreement), Exhibit A (Statement of Work), Exhibit B (Costs and Invoice Schedule), Exhibit C (County Nondisclosure and Data Security Agreement), Exhibit D (Fast Nondisclosure Agreement), and Exhibit E (Exemplar Escrow Agreement). (Collectively, "the project"). 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 all Exhibits. Where the terms and provision of Exhibit A (Statement of Work) are inconsistent with the terms and provisions of the other Exhibits, the terms and provisions of Exhibit A shall prevail over all other Exhibits. Exhibits C and D are intended to be complementary, with the maximum protection afforded to County data.

The parties are also governed by the GenTax License Agreement that was executed on September 4, 2007.

The Contract Documents set forth the entire Agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Agreement which is not contained in the Contract Documents, and that all terms and conditions with respect to this Agreement are expressly contained herein. The Contract Documents shall constitute the Contract or Agreement.

2. SCOPE OF WORK
The Contractor warrants to the County that services provided hereunder shall be expertly performed in a manner that meets or exceeds the highest prevailing standards in the industry in accordance with applicable specifications. As further described in Exhibit A, the primary purpose of the Work is to provide Maintenance Services and Support Services for the County's Assessment and Collection Enterprise System ("ACE", "ACE System", "System" or "system"). The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work and satisfy the County's business requirements, as determined by the County ACE Manager. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of
its Work.

3. PROJECT OFFICER
The performance of the Contractor required by this Agreement is subject to
the general control, review and approval of the County Project Officer
("Project Officer"), or the ("County AOB Manager"), appointed by the Director
of the Arlington County Department of Technology Services or designee. The
Contractor shall not comply with requests and/or orders issued by other than
the Project Officer or designee. However, it shall be the responsibility of
the Contractor to manage the details of the execution and performance of its
Work under this Contract.

4. CONTRACT TERM
Work under this Contract shall commence on August 1, 2010, and shall be
completed by the Contractor to the satisfaction of the County Project Officer
by no later than June 30, 2011 ("Initial Contract Term"), June 30 hereafter
referred to as ("Anniversary Date"), subject to any modifications as provided
for in the Contract Documents for the Initial Contract Term. Upon
satisfactory performance by the Contractor, the County may authorize
extension, with the approval of the contractor, of the Initial Contract Term
on an annual basis ("Subsequent Contract Term") through issuance of a Notice
of Award for not more than four (4) additional twelve month periods from July
1, 2011 to June 30, 2015.

5. CONTRACT AMOUNT
The County will pay the Contractor one million two hundred and fifty thousand
dollars ($1,250,000) in accordance with the terms of the Payment paragraph
and Exhibit B for the Contractor's performance of the Work to the
satisfaction of the County Project Officer and as described and required in
the Contract Documents subject to the terms and conditions in those
documents. The Contractor agrees that it shall perform the Work for the
total Contract Amount specified in the Contract Documents unless such amount
is modified in writing as provided for in this Agreement. The Contract
Amount includes all of Contractor’s costs and fees (profit).

6. CONTRACT AMOUNT AND EXTENSION
The Contract Amount, or any Maintenance Services Cost or Support Services
Cost thereof, shall remain firm for the Initial Contract Term and the first
Subsequent Contract Term. The Contract Amount for the second and following
Subsequent Contract Term/s shall be negotiated by the County and the
Contractor. Increases in the price(s) for ensuing years shall not exceed
five percent (5%). The Contract Amount that changes as a result of this
negotiation shall become effective on the Anniversary Date of the Contract
and shall be binding on the parties for the upcoming Subsequent Contract
Term.

7. PAYMENT
Payment will be made by the County in accordance with Exhibit B to the
Contractor within thirty (30) days after receipt by the Project Officer of a
correct invoice (as determined by the Project Officer) for Work done which is
reasonable and allocable to the Agreement and which has been performed to the
satisfaction of the Project Officer.
The Contractor shall submit an invoice to the Project Officer according to the invoice 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.

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

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

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

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

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

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

9. **ADDITIONAL SERVICES**
The Contractor shall not be compensated for any Work or services provided except those described in Exhibit A and paid for by the Contract Amount unless those goods or services are covered by a written Amendment to this Agreement signed by the County and the Contractor and a County purchase order is issued covering the expected cost of such services.

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

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

11. **BACKGROUND CHECK**
Any Contractor employee or subcontractor assigned by the Contractor to work under this Agreement shall be subject to a County standard background check,
as determined by the County Project Officer, including fingerprinting by the County Sheriff’s Office and a credit check. Permission to work onsite or remotely shall be contingent on an outcome of the background check acceptable to the County. Prior to commencing work on the project such employee or subcontractor shall sign the document set forth in Exhibit C.

12. ESCROW OF SOURCE CODE
The Contractor shall, within fifteen (15) days of contract execution, provide evidence that it has deposited a copy of the Source Code of the licensed program GenTax* and TAP software (Source Code*) with an escrow agent acceptable to the County. Documentation provided to the escrow agent must obligate the escrow agent to make a copy of the Source Code available to the County as described below. The Source Code held in escrow will be updated by the Contractor immediately upon each new release of the licensed program GenTax* and TAP software. 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 is otherwise in compromise with its creditors under any statute or otherwise, or any breach of this Agreement, the County will, upon payment of the duplication cost and other reasonable handling charges of the escrow agent, be entitled to receive a copy of the Source Code from the escrow agent. The County agrees that it will only use the copy of the Source Code internally to support the licensed program GenTax* and TAP software. The escrow agent's only responsibility will be to use its good faith efforts to cause a copy of the Source Code, in a form delivered to it by the Contractor, to be delivered to the County within five (5) days when one or more of the events listed above occurs. If a copy of the Source Code is released by the escrow agent to the County, the County contemporaneously receives a perpetual paid up license to the GenTax* and TAP Source Code with free and clear title, interest, ownership, and possession of all configurations and site specific Source Code. The escrow agreement shall generally conform to Exhibit E.

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

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

15. COUNTY EMPLOYEES
No employee of Arlington County 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.

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

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

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such contractor is an Equal Opportunity Employer.

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

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

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

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

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

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

19. 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. Please direct questions regarding this requirement to the Office of the Purchasing Agent at 703-228-3410.

20. 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 have been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief and within ten (10) days thereafter, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefore and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment.

21. FAILURE TO DELIVER
In case of failure by the Contractor to deliver goods or services in accordance with the Contract Documents, the County, after oral or written notice, may procure the same or similar goods or services from other sources.

22. 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 Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended. The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
23. **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 disaster, wars, or an act of God beyond the control of the Contractor, and outside the scope of the Contractor's then current disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

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

24. **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.

25. **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 the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

26. **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.

27. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

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

28. **ANTITRUST**

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

29. **RELATION TO COUNTY**

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

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

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

32. **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.

33. **INTELLECTUAL PROPERTY INDEMNIFICATION**
The Contractor warrants that GenTax®, TAP, its Work under this Agreement, Agreement No. 378-07, and any enhancements the Contractor performs hereunder does not infringe upon any intellectual property rights of others of any kind.

The Contractor further covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused arising from GenTax®, TAP and the Contractor's performance of the Scope of Work as defined in Exhibit A for or on account of any trademark, copyright, patented or unpatented invention, process, product, design, device or materials involved, incorporated, or used in the performance of this Contract, including its use by the County.
34. CONFIDENTIALITY, AND RETURN OF RECORDS

The Contractor agrees that all drawings, specifications, 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, exclusive of its Source Code, as a result of the County's request for services under this Contract ("Record" or "Records"), shall be provided to and/or returned to County upon completion, termination, or cancellation of this Contract. At the County's request, the Contractor shall deliver all data files and outputs entered into or generated by the ACE system, including data files, reports, letters, and other system outputs to the Project Officer, including "hard copies", and at the County's request, shall destroy all such data files and outputs created as a result of the County's request for services under this Contract.

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

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

35. WARRANTY

As of the Effective Date of this Agreement and for any Subsequent Contract Term/s, so long as payments by the County to the Contractor are current, the Contractor warrants that the capability of the system to support the County's business needs shall be preserved in all service patches, new versions/upgrades, fixes, new releases and other enhancements to GenTax®. If any change or modification of GenTax® in any future releases disables or negatively affects a capability that supports the County's business needs, as determined by the County Project Officer, the Contractor shall demonstrate a modification that meets the County's approval or maintain the previously existing capability, at no additional cost to the County.

36. COPYRIGHT

The County hereby irrevocably transfers, assigns, sets over and conveys to the Contractor all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Agreement. The County recognizes and agrees that except for County data, all right, title, and interest, including the entire copyright and/or patent, in all other data, drawings, analyses, graphs, reports, program code (both source and object), software, designs, inventions, and other documents or subject matter which may be prepared, procured, or produced in the provision of the services under this Contract (collectively, referred to as the "Work Product") shall not constitute a work made for hire as defined under U.S. Copyright law, and that all right, title, and interest in and to the Work Product shall remain with and/or immediately vest in Contractor. The County further agrees to execute such documents as the Contractor may request to effect such transfer or assignment.

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

The use of subcontractors or third parties in developing or creating input
into any copyrightable materials produced as a part of this Agreement is
prohibited unless the County approves the use of such subcontractors or third
parties in advance.

The Contractor retains all rights, title, and interest, including the sole
exclusive and complete copyright interest for GenTax® and TAP except as
otherwise provided for in paragraph 12 (ESCROW OF SOURCE CODE).

Notwithstanding the provisions above and any Contractor designation of
confidential, proprietary, or trade secret information, the parties agree
that the County shall retain possession and the right to use the data model,
user manuals, and other Work that the County reasonably determines is
necessary to meeting its business needs and the continued use of the ACE
System.

37. OWNERSHIP OF DATA
All data and other records entered into or generated by the ACE system
including data files, reports, letters, and other system outputs, shall
remain the sole property of the County. The Contractor shall not, without
written consent of the County copy or use such data or records.

38. VIRGINIA FREEDOM OF INFORMATION ACT
The parties understand and agree that the County is subject to the terms and
provisions of the Virginia Code sections 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. Certain exemptions or exclusions may apply, but it is the
Contractor’s obligation to assert any applicable VFOIA exclusions or
exemptions, to the satisfaction of the County Project Officer, within the
statutory deadlines. Thereafter it is the obligation of the Contractor to
defend and indemnify the County from any claim or suit that may arise as a
result of the withholding of records. The County Project Officer shall make
available to the Contractor any VFOIA request that he/she reasonably believes
the Contractor may have an interest in.

39. 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 and
to make such records available for audit during the Initial Contract Term and
any Subsequent Contract Term/s. The County or its authorized agents shall
have full access to and the right to examine any of the above documents
during this period. If the Contractor wishes to destroy or dispose of
records (including confidential records to which the County does not have
ready access) after the County’s audit but within five (5) years after final
payment, the Contractor shall notify the County at least thirty (30) days
prior to such disposal, and if the County objects, shall not dispose of the
records.
40. **PROJECT STAFF**
The County will, throughout the Initial Contract Term and any Subsequent Contract Term/s, 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.

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

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

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

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

44. 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: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, 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 is terminated for the Contractor’s failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). Such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after Notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, if any priority A Core Product Defect or an Urgent Site Defect, as defined in Exhibit A, is not completed to the satisfaction of the County Project Officer or cured within the Cure Period, the Contractor shall be liable to the County for six hundred and twenty five thousand dollars ($625,000) or the total of the last two County quarterly payments as described in Exhibit B, whichever is greater. This limitation does not apply to any damage to property or person as further described in paragraph no. 46 or to any other obligations set forth in this Agreement.

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

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.
45. **TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

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

46. **INSURANCE REQUIREMENTS**

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract. The Contractor agrees to maintain such insurance until the completion of this Contract. All required insurance coverage's must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

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

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

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

- **Errors and Omissions insurance - which will pay for injuries arising out of errors or omissions in the rendering, or failure to render professional services or perform Work under the contract, in the amount of $1,000,000.**
Additional Insured - Arlington County, its officers, elected and appointed official, employees, and agents shall be named as an additional insured in the Contractor’s Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation 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 any 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.

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.

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, Intellectual Property, Errors and Omissions 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 Initial Contract Term and any Subsequent Contract Term/s 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. The County Project Officer may waive the requirement of insurance by a subcontractor on a case by case basis if the Contractor provides a copy of Contractor’s certificate of Commercial General Liability Insurance that demonstrates that the Contractor has added an endorsement naming the subcontractor as an additional insured on Contractor’s Commercial General Liability Insurance policy. Contractor shall retain primary responsibility for any liability of subcontractors.
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 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 by an employee, agent, subcontractor, or representative of the Contractor.

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for loss of or damage to all materials, tools, equipment, appliances, and property of any description used by an employee, agent, subcontractor, or representative of the Contractor in connection with the Work. Such liability does not include liability for damage or loss due to ordinary wear and tear or the actions of others not under an agent of the Contractor.

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 provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

47. 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.

Furthermore, if the Contractor has failed to perform satisfactorily to resolve a priority A Core Product Defect or an Urgent Site Defect as defined in Exhibit A to the satisfaction of the County Project Officer, after an opportunity to cure as described in paragraph 44, the County shall be entitled to a refund of the last two quarterly payments for the Maintenance Services and Support Services fees. The refund shall be in the form of a full or partial credit against payments owed, or obligations to be paid in the future, by the County to the Contractor, or by a lump sum payment by the Contractor to the County, the type of refund to be determined by the County Project Officer.

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

49. NOTICES
Except as 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 CONTRACTOR:
James Harrison
800 Park Blvd., Suite 720
Boise, ID 83712
Tel: (208) 433-9244
Fax: (303) 773-4099

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

And

County ACE Manager
ACE Revenue System
2100 Clarendon Boulevard, Suite 610
Arlington, VA 22201
Tel: (703) 228-3197
Fax: (703) 228-3304

If either the Contractor or the County elect not to extend the Contract for a Subsequent Contract Term, each party shall notify the other party in writing at least ninety (90) days before the expiration of the current Contract Term.

50. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES
The Arlington County Purchasing Resolution, the County Remote Access Policy and the County’s technology use policies must be complied with by the Contractor. Notwithstanding any provision to the contrary in the Agreement, no portion of these is waived in whole or in part.

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

52. 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.

53. NO WAIVER OF SOVEREIGN IMMUNITY
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.
54. **SURVIVAL OF TERMS**
In addition to any numbered paragraph in this Agreement 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; "OWNERSHIP OF DATA"; "ESCROW OF SOURCE CODE"; "VIRGINIA FREEDOM OF INFORMATION ACT" AND "WARRANTY".

55. **PUBLICITY**
Each party agrees to submit to the other all press releases, advertising, sales promotion, and other publicity matters relating to any product furnished by the Contractor to the County wherein the other party's name is mentioned, excluding the Contractor's customer list, and any newsletter and training materials circulated among the County's employees or patrons. Neither party shall nor knowingly permit to be published any such material without the prior consent of the other.

56. **HEADINGS**
Headings are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

FAST ENTERPRISES, LLC

TIN: 13-3958609

AUTHORIZED SIGNATURE: [Signature]

AUTHORIZED SIGNATURE: [Signature]

NAME AND RICHARD D. WARREN, JR. NAME AND JAMES G. HARRISON
TITLE: PURCHASING AGENT TITLE: MEMBER

DATE: 7/31/10 DATE: 30 July 2010
AGREEMENT NO. 312-10
EXHIBIT A

STATEMENT OF WORK

Definitions

1. The Assessment and Collection Enterprise System (ACE) - The implementation of the Fast GenTax product that supports County tax administration functions. ACE includes but is not limited to the GenTax software product and the TAP software product as well as configurations made to both products to support County requirements, business objects and site specific code implemented to enhance or augment both products, reports, letters, and system interfaces.

2. The Customer Assessment and Payment Portal (CAPP) - The implementation of the Fast Taxpayer Access Point (TAP) product for online filing, payment, and self service by its customers.

3. County Business Unit - Users of the ACE system, including the Arlington County Treasurer's Office, the Arlington County Commissioner of Revenue's Office and any other County offices, agencies, or departments that may be appropriate.

4. Core Product Defect - A defect with the Core GenTax \* or TAP Product.

5. Customer - A taxpayer of, resident of, or entity doing business in Arlington County or other individual or business entity that is served by a County Business Unit or may have an assessment or receivable relationship with the County (example: recipient of a parking ticket), or who makes a payment for any taxes or fees administered by ACE or CAPP.

6. Defect - A problem or issue as determined by the County ACE Manager in a core GenTax component, business object, site specific configuration, or site specific code that has been implemented as part of the County's ACE system, including but not limited to the functional application components, reports, letters, and system interfaces. Defects covered by Maintenance are Core Product Defects. Defects covered under support are Site Defects. Corrections to Defects are necessary due to but not limited by the following: errors are occurring, incorrect information is provided by system screens or other outputs, data integrity is affected, a function is not operating correctly as determined by the ACE County Manager, the system is running slowly, or other performance issues.

7. Department of Technology Services (DTS) - The County department responsible for providing hosting of the ACE and CAPP technical infrastructure, network connectivity, and other technical capabilities and services to the County Business Units to support general County operations.

8. GenTax \* - A tax administration product published by Fast that has been implemented to support County tax administration functions. GenTax includes TAP.

9. iNovah - A cashing product published by System Innovators that has been implemented to support County cashiering requirements of the County Business Units. iNovah is integrated with GenTax.
10. **Site Defect** - A defect with a configuration or site specific component of ACE.

11. **System Innovators (SI)** - The company that publishes inNovah, the cashiering system that is integrated with GenTax®.

12. **Taxpayer Access Point (TAP)** - the Fast product published by Fast, which has been implemented by the County as the Customer Assessment and Payment Portal (CAPP), to support online filing, payment, and self service by customers.

13. **Working Day** - a weekday (Monday through Friday) that is not a recognized County holiday.

**Maintenance Services**

Maintenance Services apply only to the GenTax® software components that have been implemented as the County’s ACE system, including TAP. Maintenance does not apply to site-specific modules, configurations, network, databases or items that are covered under Support Services.

1. **Access to Service Packs**

Service Packs are a packaged set of repaired defects, enhancements to existing GenTax® and TAP software and new software components or other components issued by Fast. Each Service Pack shall be provided to the County with documentation that identifies affected software components and classifies the Service Pack item as either:

- **Low impact** - software component is backward compatible
- **Medium impact** - software component is backward compatible; configuration or documentation changes are required
- **High impact** - software component requires either new database structures, data fixes, or recompilation of site-specific components; existing business processes may be impacted

Service Packs are scheduled to be released by Fast on a quarterly basis but may be released more or less frequently as required. Service Packs released during the Initial Contract Term and any Subsequent Contract Term/s of this Agreement shall be made available to the County at no additional cost to the County.

2. **Access to new versions/upgrades of GenTax®**

If new versions/upgrades of GenTax® are released during the Initial Contract Term and any Subsequent Contract Term/s of this Agreement, these shall be made available to the County at no additional cost to the County.

3. **Access to new and revised documentation**

New and revised documentation including help files and configuration documents shall be delivered to the County with the associated Service Packs at no additional cost to the County.

4. **Phone support**

Phone support is available from 8:00 AM - 6:00 PM Eastern Time Monday through Friday ("Phone Support Hours") at the following number 1 (877) 275-3278 (1 (877) ASK-PAST) or at such other number as may be provided by the Contractor. Outside of Phone Support Hours, the County shall call the Contractor Manager for support.
5. Core product defect repair
Core Product Defects are submitted to the Fast Solution Center using the Solution Request Form, also known as an Incident Form, which includes a description of the problem including applicable screen shots, and other related information such as date, time, user, manager, and a description of what steps the user was performing when the defect was recognized. Solution Request Forms will be completed by the County and categorized by the County and Fast as either:

- **Priority A** - the Software is not performing in accordance with Fast specifications and production or mission critical business operations are being impacted. No work around is available.
- **Priority B** - the Software is not performing in accordance with Fast specifications but most business operations can be performed. A known work around acceptable to the County as determined the County ACE Manager is available. The County is able to implement the work around without severe interruption of the production process.
- **Priority C** - the County requires information or assistance on GenTax capabilities, installation, and configuration or would like to request an enhancement. This includes cosmetic and documentation issues that have little or no impact on production processes and productivity.

6. Response requirements
The following response requirements table specifies the level of response that will be given to the County at each step of the process based on the priority. The table specifies the maximum anticipated amount of time to complete each step.

- **Step 1** - represents the acknowledgement of the defect and the beginning of the information gathering and trouble shooting process.
- **Step 2** - represents the time frame in which a Fast Solution Center will actively address the issue and pursue a resolution thereof.

<table>
<thead>
<tr>
<th>Priority</th>
<th>Step1</th>
<th>Step2</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Within the next two (2) Phone Support Hours</td>
<td>Work will be started immediately upon receipt and will continue until resolved. Dedicated resources will be assigned to resolving the defect. Solution will be provided as a hot-fix with specific instructions. Solution will be incorporated into the next Service Pack and the hot-fix will no longer be required.</td>
</tr>
<tr>
<td>B</td>
<td>One calendar week</td>
<td>Work will be started within two calendar weeks and performed during normal business hours. Solution will be incorporated into the next Service Pack released after the solution has been completed.</td>
</tr>
<tr>
<td>C</td>
<td>Two calendar weeks</td>
<td>Work will be started and performed subject to resource availability. Enhancement requests may or may not be adopted. If an enhancement request is not adopted the County will be informed. Low impact enhancement requests may be incorporated into the next Service Pack released after the solution has been completed. All other implemented enhancement requests will be incorporated into the next version of GenTax</td>
</tr>
</tbody>
</table>
Remote diagnosis and resolution of problems shall be provided via secure remote access to the system by the Contractor at no additional cost to the County.

7. Escalation
During the Initial Contract and any Subsequent Contract Term/s the County will work with assigned Fast staff to manage and resolve defects. The County, at its discretion, may escalate an issue and a priority setting to the account or quality executive, or any other Fast executive.

Note: If the Fast Solution Center cannot duplicate a defect in-house, then Fast Solution Center staff will need access to appropriate County environments.

Support Services
Support Services ensure that the County has immediate access to product experts resulting in more efficient resolution of Defects and issues, that ACE may be kept current with service pack and new version/upgrade releases of GenTax, that ACE may be enhanced to better support the County’s tax administration activities or new requirements, and that the ACE system is supported effectively and efficiently. Support Services are provided by three (3) full-time Fast staff members. The three (3) full-time Fast staff members shall consult with or be augmented by other Fast staff members (“Fast Supporting Staff”) regularly to obtain design help to ensure that Defect corrections and enhancements are implemented in the most efficient and effective way, that ongoing maintenance efforts and costs will be minimized, and that additional expertise is obtained when required as determined by the County ACE Manager to address an issue or problem.

The Fast staff will perform the services listed below based on a minimum of five thousand nine hundred and forty (5,940) hours each year (Minimum Total Annual Hours), or an average of one hundred and fourteen (114) hours each week. All planned vacation leave shall be coordinated with the County ACE Manager.

Support Services include but may not be limited to those listed below.
1. Restoring GenTax - Restoring GenTax to run on alternate County hardware or alternate County acquired or outsourced hosting environments due to any ACE hardware or OS failure that may cause any part of an ACE component, program, configuration, site specific code modules, or environment (production, staging, test, development, other) to be unavailable.
2. Job Streams Setup - Configuration and maintenance of job streams.
3. Monitoring and resolving issues with the standard nightly and morning job streams and any ad-hoc job streams that are scheduled by the County ACE Manager due to business needs.
4. Resolution of Site Defects - Resolution of defects or performance problems in site configurations and site specific code modules that have been implemented as part of the County’s ACE system, including system interfaces.
5. Data Fixes - Drafting and unit testing of data fixes in structured query language (SQL) and data definition language (DDL) caused by user error or defects or as required by enhancements. Execution of data fixes in lower environments. Data fixes shall be executed in the production environment.
by County database administrators in accordance with procedures
established by the County ACE Manager.

6. **Troubleshooting Interfaces** - Troubleshooting and resolving production
interface issues between GenTax® and other systems/service providers.
This include changes mandated by vendors, errors in interface processing
or errors in data outputs.

7. **Code Migration** - Approval and migration of configuration and code.
Migration to the production environment shall only occur per the written
approval of the County ACE Manager and in accordance with procedures
established by the County ACE Manager.

8. **Training** - Training of County staff and/or contractors to perform
configuration and develop site specific code, reports, letters, etc. in
GenTax® or TAP.

9. **Fast Solution Center Coordination** - Coordinating with Fast solution
centers on potential core issues, design approaches, evaluating the need
for site specific code, and enhancements to the core product.

10. **Environment Maintenance** - Maintenance of GenTax® components and the
databases of all environments lower than production (development, test,
staging, other).

11. **Best Practices Recommendations** - Recommending best practices for
implementing business requirements.

12. **Performance Tuning** - Evaluating and performing performance tuning of
the databases.

13. **Database Maintenance** - Database maintenance, analysis and review.

14. **Environment Setup** - Setup of additional lower than production GenTax®
environments when necessary.

15. **Enhancements** - Implementing enhancements, which are defined as changes
to configurations and site specific code that are working as designed and
implemented, but a desire or need for new functionality or to have
existing functionality changed or added to has been identified. An
enhancement constitutes a change, increase or improvement in the
capabilities of the existing ACE® system.

16. **Service Packs** - GenTax® Service Pack analysis and installation including
a detailed description of service pack notes of what is provided by the
service pack being installed and a detailed unit test plan and results
indicating no new urgent or high issues.

17. **New Versions/Upgrades** - GenTax® New Version/Upgrade analysis and
implementation including a detailed description of upgrade notes of what
is provided by the upgrade being installed and a detailed unit test plan
and results indicating no new urgent or high issues.

18. **Additional Tax Types** - Implementation of additional tax types.

19. **Additional Modules** - Implementation of additional modules in GenTax®

20. **Cashiering Maintenance and Support** - Cashiering Maintenance and Support
Services of the iNovah cashing system, including:
   a. Troubleshooting and resolving production interfaces issues
      between GenTax® and iNovah.
   b. Assisting DTS and the County Business Units if requested by the
      County ACE Manager with other iNovah related tasks.

All Support Service requests from the County shall be logged in the GenTax®
solution request software (SQR) and prioritized by the County ACE Manager and
user representatives from the appropriate County Business Unit offices.
Priorities shall be communicated to the Contractor by the County ACE Manager.
Priorities may be changed at the discretion of the County ACE Manager based
upon his/her review of the circumstances and relative relationships to other SQR's. Entries into the SQR system are referred to herein as SQR's.

**Priority and Definitions for Resolution of Site Defects**

<table>
<thead>
<tr>
<th>Priority</th>
<th>Definition</th>
<th>Work Begins</th>
<th>Expectations</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Urgent</strong></td>
<td>There is a major business impact due to a necessary correction. A mission critical business operation is not functioning or not functioning correctly, data integrity is significantly impacted, or a large number of Customers or ACE users are or will be significantly impacted in the immediate future.</td>
<td>Immediately</td>
<td>Work will be started immediately and go 24/7 for involved parties. Dedicated resources will be assigned to resolving the defect.</td>
</tr>
<tr>
<td><strong>Top 5</strong></td>
<td>The five (5) High SQR's identified by each appropriate County Business Unit to be worked on first.</td>
<td>Immediately after any Urgent issues are addressed</td>
<td>Work will be started after any Urgent issues are addressed. This category establishes which items of those considered High are most important and should receive focus from development resources.</td>
</tr>
<tr>
<td><strong>High</strong></td>
<td>A mission critical business operation or data integrity is being impacted. A workaround is available or a workaround is suitable only for a limited time. There is no severe interruption to a critical business function. It is important to business operations, but it can wait until after Urgent and Top Five priorities are resolved.</td>
<td>Immediately after any Urgent and Top five issues are addressed and in priority order established by the appropriate business unit offices</td>
<td>Work will be started after as resources become available after Urgent and Top 5 issues are addressed. This category establishes High priority issues that should receive focus from development resources as they become available.</td>
</tr>
<tr>
<td><strong>Medium</strong></td>
<td>A mission critical business operation or data integrity is being impacted. A workaround is available. There is no severe interruption to a critical business function. It is important to business operations, but it can wait or there is a workaround.</td>
<td>After Urgent, Top 5 and High issues are addressed and in priority order established by staff from appropriate</td>
<td>Work will be started after Urgent, Top 5, and High issues are addressed. Work will be based on priorities established by staff from the appropriate business unit offices. This will be handled as routine work.</td>
</tr>
<tr>
<td>Low</td>
<td>An issue that is not impacting business operations.</td>
<td>As time allows</td>
<td>Work will be started and performed subject to development resource availability, prioritization; and evaluation from a cost/benefit perspective.</td>
</tr>
</tbody>
</table>

**Optional Additional Services**
At the County’s option, Fast will provide the following optional additional services for the fees set forth in Exhibit B.

a. At the County’s option one or more additional Fast staff members can be added on an annual basis to augment Support Services by one thousand nine hundred and eighty (1,980) hours a year. The minimum commitment by the County for this option is six (6) months.

b. At the County’s option one or more additional Fast staff members can be added on an hourly basis to augment Support Services.

**Contract Performance**
**Contractor Performance Requirements**
During the duration of the Work, the Contractor shall observe the following performance requirements:

1. **Work Location:** Work by the three (3) fulltime on site Fast staff members shall take place at the physical workspace provided by the County in Arlington, Virginia. Working remotely on an exception basis may be approved by the County ACE Manager. Other Fast Supporting Staff may work on site or remotely or from other Contractor locations as determined by the County ACE Manager. The Contractor team shall work closely with the County and shall foster synergies and a common understanding of requirements, issues, and priorities.

2. **Non-County Work:** Fast staff working on this Work shall limit other non-County work for other Contractor projects or activities for the duration of the Initial Contract Term and any Subsequent Term unless the Contractor has received prior approval from the County ACE Manager for the non-County work and the amount and duration of the non-County work. County resources shall not be used to perform non-County work. Any hours spent performing non-County work shall not be counted within the Minimum Total Annual Hours.

3. **Key Personnel:** The Contractor shall appoint one of the three (3) on site Fast staff members as the Contractor Manager, the single point of contact for the County with regard to day to day matters who shall be responsible and accountable for the Contractor’s performance. The day-to-day supervision and control of the Contractor’s employees shall be solely the responsibility of the Contractor Manager. The County will, throughout the Contract Term, have the right to interview and of rejection and approval of the Contractor Manager. If the County rejects a Contract Manager proposed by the Contractor, the Contractor must provide a replacement employee satisfactory to the County within fifteen (15) Working Days and at no additional cost to the County.

4. **Fast Staff Performance:** Issues identified by the County ACE Manager with regard to the performance or behavior of any Fast staff member shall be handled immediately, leading to replacement of the Fast staff member if necessary, as determined by the County ACE Manager, within two (2)
calendar weeks. Fast staff conduct shall be professional and compliant with all applicable federal, state, and local laws, ordinances and regulations, and County policies at all times. Failure to comply could result in the request to have the Fast staff member replaced, or under egregious circumstances, banned from all County property.

5. **Turnover:** Each of the three Fast staff members shall perform work under this contract for at least a consecutive twelve (12) month duration. If there is turnover of Fast staff within less than a consecutive twelve (12) month duration, Fast will either ensure effective knowledge transfer and transition by ensuring a four (4) week overlap of the Fast staff member departing and the Fast staff member arriving, or will credit the County twenty thousand dollars ($20,000) on the subsequent invoice for Support Services. The amount of the credit shall be pro-rated if there is an overlap transition period, but the overlap transition period is less than four (4) calendar weeks.

6. **Status Reporting:** Within ten (10) Working Days of the end of the preceding month, the Contractor Manager will provide a written monthly report of what work was performed in that preceding month. The report will include what SQR’s and their types were completed, and the number of hours worked in that preceding month in total and by each Fast staff member.

7. **Work:** As applicable, Contractor work hereunder shall be compatible with Microsoft Office 2003, 2007, and 2010, the County’s enterprise Exchange 2003 email with look forward compatibility with Microsoft Exchange BPOS 2010, Windows 200, XP, Vista, and Windows 7.

8. **Contractor Equipment:** Contractor shall ensure that any Contractor laptop or other equipment connected to the County network shall be free of all computer viruses and running the latest version of an industry standard virus protection program. Contractor shall be responsible for payment of any and all damages to the County resulting from virus infection of any component of the County network via Contractor equipment, including but not limited to loss or corruption of County data and degradation of County system performance. The Contractor is solely responsible for its own equipment and the County shall not be liable for any loss, damage, or theft thereof.

9. **Accessibility of Web Site:** The Contractor shall ensure that all Work associated with the implementation of a new version/upgrade of CAPP or any enhancement to CAPP or any enhancement performed by Contractor to any other County web site is 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](http://www.ada.gov/websites2.htm)

**County Provided Items**

1. **Workspace:** The County will provide workspace and individual workstations, including meeting rooms and access to technology, for any Fast staff working onsite as available. The County shall also provide reasonable access to appropriate LAN and Internet connectivity, telephones, printing and copying capabilities, and projectors.

2. **Access:** The County will provide any required identification and access cards and building access during the Initial Contract Term and any Subsequent Contract Term/s, including nights and weekends. All Contractor employees shall comply with the terms and conditions of such and these are revocable at the discretion of the County ACE Manager. Contractor shall ensure that all employees or subcontractors working on site maintain a professional demeanor and protect County property and systems.
3. **Technology Infrastructure**: The County will provide basic technology infrastructure operations and maintenance as it does for general County operations, including:
   - Network Operations and maintenance
   - System hardware operations and maintenance
   - Operating system operations and maintenance
   - SAN system operations and maintenance
   - RDBMS operations and maintenance
   - FTP server and service operations and maintenance
   - Remote access to County technical resources

4. **Infrastructure Upgrades**: Operating system, RDMS, or other necessary infrastructure upgrades required to support a new version of ConTax.

5. **Testers**: The County will provide testers from the appropriate County Business Unit offices to test as necessary in a timely manner in accordance to a schedule defined by and agreed to by the County ACE Manager and the Contractor Manager, including any changes, enhancements, service packs, and version upgrades.

6. **Interface Communications**: The County ACE Manager or an appropriate representative from a County Business Unit will perform all communications with contact persons representing other County systems or external service providers unless agreed to in writing by the County ACE Manager.

**Approval Process for Site Specific Code**

To minimize ongoing support and maintenance costs, County requirements shall be met via configuration whenever possible, and site specific code shall not be implemented without written approval from the County ACE Manager. The following process shall be followed when evaluating proposed site specific code:

1. Any proposed site specific code must be reviewed by the County ACE Manager who will determine whether there is a procedural way to meet the requirement or will assist the requesting business unit office with a cost benefit analysis. If based on the analysis there is no other way to meet the requirement, and the need justifies the cost, the next review step will be performed.

2. Any proposed site specific code shall be reviewed by the County ACE Manager and the Contractor Manager to ensure that Fast staff have not overlooked a way that the requirement can be met via configuration. If the County ACE Manager and the Contractor Manager cannot identify a way that the requirement can be met via configuration:
   a. The Contractor Manager will submit the proposed site specific code to the internal Fast GenTax developer discussion forum to determine if any other Fast developers can identify a way to meet the requirement via configuration.
   
   AND
   
   b. The Contractor Manager will submit the proposed site specific code to their technical product expert to determine if the technical product expert can identify a way to meet the requirement via configuration. The Contractor Manager shall ensure that a response and explanation of whether or not the requirement can be met via configuration is received from the technical product expert within five (5) Working Days.

3. If no way to meet the requirement via configuration is identified:
   a. The County ACE Manager and Contractor Manager will assess whether the code should be added to GenTax core code for other clients to

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use as well, and if so the Contractor Manager will submit an SQR to the Fast Denver development center.

OR

b. The Contractor Manager will seek approval in writing from the County ACE Manager to implement the site specific code.

4. The site specific code will be documented by Fast in the site specific code documentation spreadsheet.

5. On an exception basis, the County ACE Manager may agree in writing to implement site specific code and submit an SQR to the Fast Denver development center because it is understood that it would be ideal to implement the code in the core GenTax product, but that the core implementation might not occur within a timeframe that meets the County's need.
AGREEMENT NO. 312-10
EXHIBIT B

COSTS AND INVOICE SCHEDULE

Invoice Schedule
Past shall invoice the County in one quarter increments in arrears on the last day of each quarter for all Maintenance Services and Support Services and any additional Optional Services.

As an example, the invoice schedule for the County’s fiscal year 2011 (FY11), July 1, 2010 through June 30, 2011, for annual Maintenance Services and Support Services and any additional Optional Services shall be as follows:

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Amount</th>
<th>Invoice Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Maintenance Services and Support Services through September 2010</td>
<td>$312,500 + costs for any additional Optional Services</td>
<td>September 30, 2010</td>
</tr>
<tr>
<td>Annual Maintenance Services and Support Services through December 2010</td>
<td>$312,500 + costs for any additional Optional Services</td>
<td>December 31, 2010</td>
</tr>
<tr>
<td>Annual Maintenance Services and Support Services through March 2011</td>
<td>312,500 + costs for any additional Optional Services</td>
<td>March 31, 2011</td>
</tr>
<tr>
<td>Annual Maintenance Services and Support Services through June 2011</td>
<td>$312,500 + costs for any additional Optional Services</td>
<td>June 30, 2011</td>
</tr>
</tbody>
</table>

If this Agreement is executed during a fiscal year instead of at the beginning of a fiscal year, or Optional Services are added some time during a fiscal year, the costs will be pro rated.

All rates below are fully loaded and the County shall incur no additional costs.

1. Maintenance Services Cost
The cost for Maintenance Services shall be six hundred thousand dollars ($600,000) annually.

2. Support Services Cost
The cost for Support Services shall be six hundred and fifty thousand dollars ($650,000) annually. This price is based upon Contractor’s standard rate of one million dollars ($1,000,000). Contractor agrees to provide a discount of three hundred and fifty thousand dollars ($350,000) to the County for the bundling of Maintenance Services and Support Services under this multi-year Agreement.

3. Optional Services, as described on page 24 of Exhibit A, Cost - Annual Staff Augmentation
The cost of each additional Fast staff member for staff augmentation on an annual basis for Support Services shall be two hundred and fifty thousand dollars ($250,000) annually.

4. Optional Services, as described on page 24 of Exhibit A, Cost - Hourly Staff Augmentation
The cost of each additional Fast staff member for staff augmentation on an hourly basis for Support Services shall be one hundred and sixty dollars ($160) an hour.
AGREEMENT NO. 312-10
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. This includes but is not limited to the information of the County, its employees, contractors, residents, taxpayers, and property.

I agree that 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 work related to the Arlington County Assessment and Collection Enterprise (ACE) system. This includes but is not limited to information that in any manner that 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, date of birth or that affords a basis of 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), for any purpose other than that directly associated with my officially assigned duties associated with ACE Work. 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, Va. Code § 2.2-3800 et seq., and the Secrecy of Information Act, Va. Code § 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 for any purpose of any non-Fast Enterprises confidential or proprietary information obtained directly, or indirectly, as a result of my work related to the Arlington County Assessment and Collection Enterprise (ACE) system.

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 cannot be retrieved or accessed 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 ACE Manager.

I will ensure that any Fast Enterprises 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 also agree that I will notify the County ACE Manager immediately upon discovery of any unauthorized use or disclosure of the information, or any other breach of this Nondisclosure and Data Security Agreement, and will cooperate with the County in every way to help the County regain possession of any information and prevent its further unauthorized use.

Upon completion of my Work on the ACE system, I agree to return all non-Fast Enterprises information to the County ACE Manager.

Name:  
Signed:  
Date:  
Name:  
Attest:  
Date:  
AGREEMENT NO. 312-10
EXHIBIT D

FAST NONDISCLOSURE AGREEMENT

FAST ENTERPRISES, LLC, ("Contractor") is providing the County, its subcontractors, and consultants (the "County") access to Contractor products, tools, inventions, innovations, design concepts, program code, knowledge capital and professional services. This arrangement includes, but is not limited to, access to components that comprise the Contractor’s GenTax’ product.

The following articles govern the procedures by which the undersigned ("I", "me", "my") will handle the Contractor confidential information. Specifically:

1. Contractor declares that the following are confidential ("Confidential Information"): Any non-public information that the Contractor specifically marks and designates, in writing, as confidential or which, under the circumstances surrounding the disclosure, ought to be treated as confidential. "Confidential Information" includes, but is not limited to, designs, inventions, tools, specifications, techniques, models, drawings, schematics, data, Source Code or object code, trade secrets, financial statements, know-how and information relating to the technology, customers, business plans, and other business affairs of the Contractor. To the extent permissible under federal and state statutes the contractor requests that information related to business affairs, promotional materials, and pricing policies are confidential.

2. Contractor will disclose such Confidential Information to individuals as required for:
   a) The evaluation of the GenTax’ business functions by the County
   b) Use of the GenTax’ product to support the administration of the County’s responsibilities
   c) Performance of Agreement number 312-10.

I agree to receive any such Confidential Information in confidence and to use such Confidential Information solely for the purpose defined in Section 2 above. I further agree to take reasonable security precautions, at least as great as the precautions I take to protect my own confidential information, to keep confidential the Confidential Information.

3. I agree that any Confidential Information that I receive can only be used for purposes outlined in Section 2 above. Other uses can be made only after obtaining the written permission of the Contractor Manager.

4. I agree that I will not disclose any Confidential Information, directly or indirectly, to any party other than the County, its employees, its subcontractors, and consultants without first obtaining the written permission of Contractor.

5. I agree that all Confidential Material provided under the terms of this Agreement shall remain the property of Contractor and shall be returned to Contractor upon its request, including any and all copies I might produce, although the County shall retain possession and the right to use the data model, user manuals, and other Work that the County reasonably determines is necessary to meeting its business needs and the continued use of the ACE System.
6. Nothing herein shall be construed as giving me any personal license or right in connection with the Confidential Information disclosed to me.

7. My obligation to maintain information in confidence shall not extend to such portions of the information as are general knowledge in the public domain or in my possession or custody prior to execution of this Agreement, as evidenced by dated documentation.

8. I understand that my obligation to protect the confidentiality of the Confidential Information extends beyond my involvement with the County and beyond my involvement with Contractor. Furthermore, my obligation to protect the confidentiality of the Confidential Information is not subject to changes in my employment status.

9. I understand that access to the Confidential Information is provided on a need-to-know basis.

10. If any term of this Fast Nondisclosure Agreement should be declared void or unenforceable, such declaration will have no effect on the remaining terms herein.

Please acknowledge the FAST Nondisclosure Agreement at the signature block below if you are prepared to accept the conditions.

Sincerely,
FAST ENTERPRISES, LLC.

ACCEPTED:

__________________________
By:

__________________________
Date:

__________________________
Signed:
I. ESTABLISHMENT OF ESCROW
So long as the within-described license is in full force and effect, and as an additional material consideration for the granting, acceptance and continued benefits obtained and derived from such license, _______________ and the County agree that a copy of all source code material necessary to maintain all software licensed thereunder shall be placed in escrow as follows. Furthermore, _______________ will pay to list the County on the escrow policy for one year from the signing of this Agreement; thereafter the County may elect to continue on the policy for as long as the County maintains a license to the Software, and the County pays the renewal costs as determined by the Escrow Agent. All renewal notices will be sent by the Escrow Agent to the County at the address listed herein:

A. The Escrow Agent shall be Iron Mountain Intellectual Property Management, 2100 Norcross Parkway, Suite 150, Norcross, GA, 30071. In the event that the above-named Escrow Agent fails or refuses to assume the responsibilities of Escrow Agent or ceases to act as Escrow Agent, the parties shall agree upon a new Escrow Agent and shall issue demands to Iron Mountain to deliver the escrow material to such newly designated Escrow Agent.

B. Source code material shall be released to the County by the Escrow Agent upon the occurrence of the following event:

1. If any proceeding in receivership, liquidation or insolvency is commenced against _______________ and the same be not dismissed within sixty days, or

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

C. Verification of the occurrence of a condition precedent to the release of the escrowed materials shall be by a reasonable manner and means to the reasonable satisfaction of the Escrow Agent with written notice and opportunity to object given to _______________. The Escrow Agent shall have five days to release the escrowed documents or to advise the County in writing of the existence of a conflicting demand.

D. Should the County elect to continue on the Escrow policy, cost for annual renewal shall be approximately US$210.00 for the first year renewal. Second and subsequent renewal fees shall be determined by the Escrow Agent, but with a percentage increase to the County of not more than five percent (5%) or the percentage increase of the Consumer Price Index, whichever is greater.
II. VERIFICATION OF ESCROWED MATERIALS
Verification of escrowed materials shall be by certified letter from the Escrow Agent to the County stating the identity of each document placed in escrow, the physical location of the escrow, and the date of establishment of the escrow.

III. ENHANCEMENT AND MODIFICATION
In the event that the software supplied to the County pursuant to the above-described license is enhanced or modified, the Licensor agrees to deposit into escrow all documents and data reasonably necessary to support and maintain such enhancements and modifications pursuant to all of the terms and conditions of this escrow agreement.

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

V. TERMS OF RELEASE OF ESCROWED MATERIAL
In the event that the material escrowed hereunder is released to Licensee, said materials shall nevertheless remain the property of ______________, its assigns, trustees, and/or successors in interest. The escrowed materials shall be subject to all of the terms and conditions of the underlying license granted to Licensee, including but not limited to, trade secrets and confidentiality protection. The County agrees that the escrowed materials shall be used exclusively for the maintenance of the licensed software and for no other purposes. The County agrees to make all persons working with such licensed escrowed material aware of the terms and conditions of the license and their liability for unauthorized use of the licensed escrow material.