ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500
2100 CLARENDON BOULEVARD
ARLINGTON, VIRGINIA 22201
NOTICE OF AWARD OF CONTRACT

TO: Relias Learning, LLC
111 Corning Road
Suite 250
Cary, North Carolina 27518

DATE ISSUED: March 10, 2015

CURRENT REFERENCE NO: 570-15

CONTRACT TITLE: Learning Management System

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 June 1, 2015 and expires on May 31, 217.

The contract documents consist of the terms, conditions, and specifications of agreement 570-15 and the terms and conditions incorporated herein by reference.


CONTRACT PRICING:
REFER TO ATTACHED AGREEMENT

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

CONTACT: Sacha Feinman
VENDOR PAYMENT TERMS: NET 30 DAYS
CONTACT EMAIL: sfeinman@reliaslearning.com
COUNTY CONTACT: Joe Bullock

TELEPHONE NO.: 919-555-7548
TELEPHONE NO.: 703-228-4974

CONTRACT AUTHORIZATION
Guinevere Brunet, CPPB
DATE 3/10/15
PROCUREMENT OFFICER

DISTRIBUTION
BID FOLDER: 1
ARLINGTON COUNTY, VIRGINIA

STANDARD FORM AGREEMENT 570-15

THIS AGREEMENT ("Agreement") is made on the date of execution by the County between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ("County") and:

NAME/ADDRESS: Relias Learning, LLC; 111 Corning Road, Suite 250, Cary, North Carolina 27518 ("Contractor"). Collectively, the "parties."

1. The Contractor agrees to provide to the County an Organizational Learning Management System ("LMS") that shall:
   • Provide subscription to access an online database that allows 300 County employees access to an online training system for professional development.
   • The LMS will enable supervisors and system administrators to track staff training activity in the LMS database and run customized reports as well as sustain a training calendar and other user management options;
   • Enable management of live event tracking;
   • Enable customized staff compliance training capability (including mandatory trainings);
   • Enable employee satisfaction evaluation and survey capability;
   • Each user shall have the capability to print course completion certificates as well as a training attendance transcript.
   • Each user shall receive a user name and password

Upon termination, cancellation, expiration or other conclusion of this Contract, the Contractor shall return all County Information to the County unless the County requests that such data be destroyed.

2. The Contractor's provision of these goods or services shall be subject to review and approval by the County's Project Officer ("Project Officer") assigned by the Director of the County’s Human Resources Department.

3. The Contractor shall provide the goods or services designated in Paragraph 1 and any attachments beginning on June 1, 2015, and, unless terminated as provided below, shall continue until May 31, 2017 with the option of a three (3) year extension.
4. For services rendered or goods provided by the Contractor and accepted by the Project Officer, the County shall pay the Contractor $14.52/user for the first year under the Agreement, up to the maximum amount of $4,356.00 for the first year under Agreement and the maximum amount of $4,573.80 for the second year under the Agreement, with payment to be made in two annual installments of a maximum total of $8,929.80. The County shall not pay the Contractor any other sum under this Agreement. Payment to the Contractor shall be net thirty (30) days from receipt by the County of a correct invoice from the Contractor which complies with the requirements of this Agreement and the subsequent purchase order.

5. It is understood and agreed by the parties that the Contractor is an independent contractor separate from the County, and the County will not withhold from the compensation paid to the Contractor any federal or Virginia unemployment taxes, federal or Virginia income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its agents or employees; further, the County will not provide any insurance coverage or other benefits normally provided by the County for its general employees to the Contractor.

6. 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 Agreement:

   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 Agreement;

   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 any subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in section b., above. Unless otherwise provided under the terms of this Agreement, 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 as those contained in this Agreement 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.
7. Contractor warrants that the LMS Software will operate in all material respects in conformity with the functional specifications described in the Documentation. "Documentation" means the LMS Software User instructions, release notes and on-line help files in the form generally made available by Contractor to its customers, as updated from time to time by Contractor. If the LMS Software does not perform as warranted and there is a material failure of the LMS Software to conform to its functional specifications described in the Documentation that is reported by the County to, and replicable by, Contractor ("Errors"), Contractor shall use commercially reasonable efforts to correct Errors. As County's exclusive remedy for any claim under this warranty, County shall promptly notify Contractor in writing of its claim. Provided that such claim is determined by Contractor to be Contractor's responsibility, Contractor shall, within thirty (30) days of its receipt of County's written notice, (i) correct such Error; (ii) provide County with a plan reasonably acceptable to County for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Contractor, then Contractor or County may terminate the affected Subscription Services, and County will be entitled to a refund of the pre-paid portion of the fees paid for the affected Subscription Services. The preceding warranty cure shall constitute Contractor's entire liability and County's exclusive remedy for cure of the warranty set forth herein. If County elects not to terminate the Subscription Services, County waives all rights for the applicable warranty cure set forth herein. Contractor is not responsible for any claimed breach of any warranty set forth in this section caused by: (i) modifications made to the LMS Software by anyone other than Contractor; (ii) Contractor's adherence to County's specifications or instructions; (iii) Errors caused by or related to Internet connections; (iv) County deviating from the LMS Software operating procedures described in the Documentation; (v) discrepancies that do not significantly impair or affect the operation of the Subscription Service; or (vi) any systems or programs not supplied by Contractor.

8. The Contractor shall provide the insurance coverages marked with an "X" below before the start of work and shall provide a certificate of insurance evidencing such coverages.

- Workers Compensation-Standard Virginia Workers Compensation Policy.

X Commercial General Liability (CGL) - $500,000 combined single limit with $1,000,000 aggregate coverage to include Personal Injury, Completed Operations, Contractual Liability and, where applicable to the services, Products and Independent Contractors. "The County Board of Arlington County, Virginia, and its officers, employees and agents" must be additional named insureds on the CGL policy.

- Automobile Bodily Injury and Property Damage Liability - $500,000 Combined Single Limit (Owned, non-owned, or hired, as applicable)
9. The Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by Virginia or federal 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 this nondiscrimination clause.

b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that it 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 shall include the provisions of the foregoing paragraphs a), b), and c) in every subcontract or Purchase Order in excess of $10,000.00, so that the provisions will be binding upon each subcontractor and/or supplier.

10. 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 publicly- and privately-provided services and activities.

11. During the performance of this Agreement, 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 marijuana or any other controlled substance 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 in excess of $10,000.00, so that the provisions will be binding upon each subcontractor or supplier. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement.

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

13. This Agreement is governed, in part, by all applicable provisions of the Arlington County Purchasing Resolution, which is hereby
incorporated by reference into this Agreement. The time limit for
decision by the County Manager in Contractual Disputes, as that term is
used in the Purchasing Resolution, is fifteen (15) days.

14. This Agreement shall not be effective until a valid County Purchase
Order is issued to the Contractor covering the amount of the Agreement,
which shall occur upon execution of this Agreement by County.

15. All funds for payments by the County under this Agreement 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 for Arlington County for
the goods and/or services provided under this Agreement, the County
will terminate the Agreement, 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 Agreement is spent, whichever event occurs
first.

16. This Agreement incorporates by reference Article 9 of the Arlington
County, Virginia, Government Conflict of Interests Act (Code of
Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act
(Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of
Chapter 10 of Title 18.2 of the Code of Virginia (§ 18.2-438 et seq.),
as amended.

17. No employee of the County shall be admitted to any share or part of
this Agreement or to any benefit that may arise therefrom.

18. The County does not discriminate against faith-based organizations.

19. Each Party its employees, agents, and subcontractors, hereby agree
to hold as confidential all the other Party’s information obtained
under this Contract. Confidential information includes, but is not
limited to, nonpublic personal information, personally identifiable
health information, social security numbers, addresses, dates of birth,
other contact information or medical information about a person,
information pertaining to products, operations, systems, customers,
prospective customers, techniques, intentions, processes, plans,
expertise and any information entrusted to any affiliate of the
parties. Each Party shall take reasonable measures to ensure that all
of its employees, agents, and subcontractors are informed of, and abide
by, this requirement.
Trade secrets or proprietary information submitted by a bidder or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection 4-101(2) of the Arlington County Purchasing Resolution may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the bidder or contractor must invoke the protection of this subsection prior to or upon submission of the data or other materials, and must identify clearly and in writing, in the spaces provided on the Bid Form, the data or other materials sought to be protected and the reasons why protection is necessary or falls within the exceptions to the VFOIA. It is the bidder’s sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

20. The Contractor agrees to comply with the provisions of Chapter 11 of the Arlington County Code covering business licenses insofar as those provisions may apply to this Agreement.

21. The Contractor shall be and remain authorized to transact business in the Commonwealth of Virginia during the term of this Agreement.

22. This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and no other state, and the jurisdiction and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court or jurisdiction.

23. The Contractor shall indemnify and hold harmless County and its principals, officers, directors, agents and employees (the "County Indemnified Parties"), and at Contractor’s option, either defend County Indemnified Parties or pay their Attorney’s fees and court costs, from any loss cost, damage, or expense incurred by County that is finally awarded by a court of law to any third party as a result of a claim alleging that the Subscriptions Services infringe or misappropriate a U.S. patent, U.S. copyright, U.S. trademark, or U.S. trade secret of a third party, solely provided such alleged infringement or misappropriation does not arise from: (i) a modification of the Subscription Service as delivered to the County, (ii) the combination of the Subscription Services with any other process, hardware, software, data, or functionality, (iii) any data or content communicated using such Subscription Services; or, (iv) any use of the Subscription Services by the County in a manner inconsistent with the documentation or instruction as provided by the Contractor or otherwise in breach of this Agreement. The indemnification made hereunder is solely provided upon the following conditions: (i) Contractor controls any settlement or any suit or claim indemnified hereunder and Contractor’s prior written approval is obtained prior to any settlement by the County; (ii) Contractor is promptly informed of any third party claim indemnified hereunder; and (iii) the County cesases any alleged infringing activity upon actual or constructive notice of any claim or allegation of infringement.
24. Notwithstanding any other provision of this Agreement, nothing in this Agreement or any action taken by the County pursuant to this Agreement 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.

25. All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:
Relias Learning, LLC
Attn: Legal Department
111 Corning Road, Suite 250
Cary, North Carolina 27518

TO THE COUNTY:
The County Project Officer
Joe Bullock
Arlington County, Virginia
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Arlington, Virginia

AND

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

26. The Contractor agrees to retain all financial books, financial records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period with a minimum of fifteen (15) days written notice to the Contractor during the Initial Contract Term and any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

27. This Agreement expressly incorporates any and all attachments and/or exhibits referenced hereinabove by reference. Where the terms and provisions of this Agreement vary from the terms and provisions of any attachments, Purchase Orders, or exhibits, the terms and provisions of this Agreement shall take precedence. This Agreement, including all attachments incorporated by reference, constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, proposals, conditions, representations,
warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. No modification to the Agreement will be binding unless in writing and includes a signature by an authorized representative of each party. All pre-printed or standard terms of any of Customer's purchase order or other business processing document which create additional obligations for Contractor beyond the scope of this Agreement shall have no effect.

28. The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security, and electronic transaction components of the Health Insurance portability and Accountability Act of 1996 ("HIPAA").
   
a. The Contractor and the County will not use or disclose any Confidential Information received from the other party other than as permitted under the terms of this Agreement or as authorized in writing by the other party. "Confidential Information" means any and all information disclosed by either party which is marked "Confidential" or "Proprietary" or which should be reasonably understood by both parties to be confidential or proprietary including, but not limited to, the terms and conditions, excluding the existence, of this Agreement, all trade secrets, Intellectual Property, as well as results of testing and benchmarking of the Subscription Services. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. The Contractor may use, for purposes outside of this Agreement, anonymous, de-identified data, however the Contractor agrees not to use or disclose this information to the extent prohibited by applicable law. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was lawfully in the receiving party's possession before receipt from the disclosing party without a duty of confidentiality; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis, or (iv) has been independently developed by one party without reference to any Confidential Information of the other.

b. The receiving party may disclose Confidential Information of the disclosing party if it is compelled by law to do so, provided by the receiving party gives the disclosing party of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.
c. The parties acknowledge that, under the terms of this Agreement, the Contractor does not collect or possess Protected Health Information, as defined in 45 C. F. R. § 160.103, and that the Contractor shall not be required to execute a Business Associate agreement or similar agreement. The County warrants and represents that it shall not upload in any of the Subscription Services or otherwise provide Contractor or its suppliers, access to any such Protected Health Information.

29. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of any or all of its right, title or interest therein, without prior written consent of the County, provided that Contractor may assign or transfer this Agreement, and all of its rights and obligations, to a successor in interest or affiliate of Contractor, or in connection with the transfer of sale of all or substantially all of Contractor’s business related to this Agreement or in the event of its merger, consolidation, change in control or similar transaction, without County’s prior written consent.

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

31. All remedies available to the County under this Agreement are cumulative and no remedy hereunder shall be exclusive of any other remedy available to the County at law or in equity.

32. The sections, paragraphs, sentences, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by a 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 Agreement.

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

For Limitation of Liability and Disclaimer of Warranties, except as expressly stated in 7, all software is provided on an “as is available” basis. The Contractor, it’s Licensors, Data Center and suppliers expressly disclaim to the maximum extent permitted by law, all warranties, expressed or implied, oral or written, including without limited, (i) any warranty that any software, database, content, deliverables or processional services are error - free, accurate or reliable or will operate without interruption or that all errors will be corrected, (ii) any and all implied warranties of merchantability, fitness for a particular purpose, and title (iii) any and all implied warranties arising from statute, course of dealing, course of performance or usage of trade. No advice, statement or information given by the Contractor, its affiliates, subcontractors, or employees shall create or change any warranty provided herein. The County expressly acknowledges and agrees that the content is not designed or
intended to meet all of its training and education that is required under applicable laws. The County assumes all responsibility for the selection of the services provided hereunder to achieve its intended results. The County shall be solely responsible for ensuring the accuracy of all modified content and proprietary content and shall be solely liable for all use of modified content and proprietary content by its users.

The County acknowledges that use of or connection to the internet provides the opportunity for authorized third parties to circumvent security precaution and illegally gain access to the services and its data. Accordingly, the Contractor cannot and does not guarantee the privacy, security or authenticity of any information so transmitted over or stored in any system connected to the internet.

Contractor shall use commercially reasonable efforts to provide security for the LMS in accordance with Contractor’s Security and Privacy Summary.

The County assumes sole responsibility and liability for any users’ compliance with the terms and condition of this Agreement. The County further assumes sole responsibility and liability for results obtained from the use of the software, professional services, and for conclusions drawn from such use. The County acknowledges and agree that the software is not intended to provide medical advice, opinions, or diagnosis, or a suggested course of treatment. The County further agrees that the sole and exclusive responsibility for any medical decisions or action with respect to a patient’s medical care and for determining the accuracy, completeness, appropriateness of any diagnostic, clinical, or medical information resides solely with the healthcare provider. County accepts all liability for such diagnosis and treatment. The Contractor shall have no liability for any claims, losses, or damages arising out of or in connection with the County or any of users’ use of the software, professional services, and any third party products services, software, or web sites that are accessed via links from within the software.

Except for indemnity obligations under 23. To the fullest extent permitted by law, the Contractor’s total liability (not including attorney fees awarded under this Agreement) to the County and users for any claim by the County or any third parties under this Agreement, will be limited to the fees paid for such items that are subject matter of the claim for the prior eighteen (18) months. In no event will either party, its licensors, or suppliers be liable to the County or users, or other third parties for any indirect, special, incidental, exemplary punitive, treble or consequential damages (including, without limitation, loss of business, revenue, profits, staff time, goodwill, use, data, or other economic advantage), whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, whether or not previously advised of the possibility of such damages.

A. LICENSE GRANT

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

County and all Users shall use the Software exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. County agrees and shall ensure that Users agree not to post or upload any content or data which (i) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (ii) contains computer viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (iii) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (iv) otherwise violates any applicable law. County further agrees and shall ensure that Users agree not to interfere or disrupt networks connected to the Software, not to interfere with another entity’s use of similar services and to comply with all regulations, policies and procedures of networks connected to the Software. Contractor may remove any violating content posted on the Software or transmitted through the Software without notice. Contractor may suspend or terminate any User’s access to the Software in the event that Contractor reasonably determines that such User has violated the terms and conditions of this Agreement.

County shall not itself, or through any affiliate, employee, contractor, agent or other third party (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Software, the Site or access thereto; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the LMS Software, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Site or the Content to any User other than those who have authorization to access; (iv) write or develop any derivative works based upon the LMS Software; or modify, adapt, translate or otherwise make any changes to the LMS Software or any part thereof; (vi) use the Software to provide processing services to third parties, or otherwise use the same on a ‘service bureau’ basis; (vii) disclose or publish, without Contractor’s prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Software; or (viii) remove from any Content or other materials owned by Contractor identification, patent, copyright, trademark or other notices. Proprietary notices, including without limitation patents, copyrights and trademarks notices, as well as disclaimer notices, must be reproduced on any such authorized copies.

B. **OWNERSHIP**

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The Contractor will provide the County with a software license, but title to the Software and Documentation, all copies thereof and all rights therein, including all rights in patents, copyrights, and trade secrets applicable thereto, shall remain vested in the Contractor, regardless of the form or media in or on which the original and other copies of the Software and Documentation may subsequently exist. Nothing contained herein shall be deemed to convey any title or ownership interest in the program module(s), Software or Documentation to the County.

The County agrees not to disclose, transfer, provide or otherwise make available in any form, except as otherwise provided in the Contract Documents, the software package or any portion thereof, to any person other than employees of the County without the prior written consent of the Contractor, and any such disclosure or transfer shall be consistent with the use in a single-user computer system.

The County agrees not to reverse compile or disassemble the Software.

The County agrees that it will not, in any form, export, re-export, resell, ship, or divert or cause to be exported, re-exported, resold, shipped, or diverted, directly or indirectly, the Software and Documentation or any direct product thereof without first obtaining the requisite license or approval from the Contractor.

C. TERM

Either party may terminate this license if the other party is in default of any of the terms and conditions of this Agreement, and termination is effective if the defaulting party fails to correct such default within thirty (30) days after written notice thereof by the other party.

Except as expressly provided in this agreement, termination shall not excuse County's obligation to pay in full any and all amounts due or result in a refund of fees paid.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES.

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNED: [Signature]

PRINTED NAME: RICHARD D. WARREN, JR.
PRINTED TITLE: PURCHASING AGENT
DATE: 3/10/15

RELIAS LEARNING, LLC

SIGNED: [Signature]

PRINTED NAME: Mike Mutka
PRINTED TITLE: Chief Strategy Officer
DATE: 3/10/2015

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