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

NOTICE OF AWARD OF CONTRACT

TO:

LEVI, RAY & SHOUP, INC.
2401 WEST MONROE STREET
SPRINGFIELD ILLINOIS 62704

DATE ISSUE: MARCH 31, 2011
CURRENT reference NO.: 79-10

contract TITLE:
PENSION GOLD RETIREMENT SYSTEM

PRIOR REFERENCE NO.: N/A

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

Your firm is awarded the above referenced contract. The term covered by this Notice of Award is effective IMMEDIATELY and expires on OCTOBER 21, 2011.

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

The contract documents consist of the terms and conditions of Agreement No. 79-10, including any exhibits, attached or amendments thereto.

contract Pricing:

REFER TO AGREEMENT NO. 79-10

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

VENDOR CONTACT: PAUL TARR
VENDOR EMAIL: paul.tarrIV@lrs.com
VENDOR PAYMENT TERMS: NET 30 DAYS
COUNTY CONTACT: SANDY DEGRAY

VENDOR TEL. NO.: 703-968-3200
VENDOR FAX NO.: 703-968-2705
COUNTY TEL. NO.: 703-228-3301

CONTRACT AUTHORIZATION

 ivette gonzalez
/ Procurement Officer

DISTRIBUTION

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

AGREEMENT NO. 79-10

THIS AGREEMENT (also referred to as ‘Contract’) is made, on the date of execution by the County, between Levi, Ray & Shoup, Inc., 2401 West Monroe Street, Springfield Illinois 62704 (“Contractor”), an Illinois Corporation, authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (“County”). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1.0 Definitions.
1.1 Additional Services: Shall mean services provided by Contractor at County’s request beyond the scope of the service to be provided pursuant to Section 4.0 of this Agreement. The rates are governed by Exhibit A-1.
1.2 Base Software: shall mean the unmodified computer programs in object code and their Documentation licensed by Contractor to County pursuant to the License Agreement at Exhibit B.
1.3 Critical Problem: Shall mean a failure, less serious than an Emergency Problem, causing serious inconvenience to users (e.g. system failure with a viable, but inconvenient, work around).
1.4 Customization: Shall mean additional functionality to the Base Software created by the Contractor pursuant to the County’s request.
1.5 Customized Code: Shall mean modifications or Customizations to the Base Software created by the Contractor as part of this Agreement.
1.6 Customized Software: Shall mean the Base Software as modified by the Customized Code.
1.7 Documentation: Shall mean the written material set forth in the form on integrated on-line Help System contained within the Base Software or Customized Software as well as the Base Software or Customized Software’s hard copy user’s guide documentation.
1.8 EDM Module: Shall mean the PensionGold® Electronic Document Management Module. The EDM Module was licensed by Contractor to the Arlington County Virginia Employees’ Retirement System (“Retirement System”), as licensee, by that certain Addendum to Software License Agreement and Software Maintenance and Support Agreement entered into by Contractor and the Retirement System on, or about, June 30, 2004 (Addendum”). The Addendum is attached as Exhibit G hereto and the license for the EDM Module described in the Addendum is assigned to the County as set described in Section 17.1 below.
1.9 Emergency Problem: Shall mean a major system or module failure (e.g. inability to accurately or timely process retirement checks, errors causing system

* PensionGold is a registered trademark of Levi, Ray & Shoup, Inc.
crash or data corruption) that does not have viable detour or work around available.

1.10 Enhancements: Shall mean improvements, fixes, modifications, changes or new releases to any version of the Base Software licensed pursuant to the License Agreement. Enhancements do not include new versions of or additional modules to the Base Software.

1.11 Fixes: Shall mean a correction to the Base Software or Customized Code designed to allow the Base Software or the Customized Code to perform according to its Documentation.

1.12 License Agreement: Shall mean the agreement entered into on, or about, September 10, 2002 between Contractor, as licensor, and the Retirement System, as licensee, concerning the licensed use of the Base Software and any modifications, changes or Customizations thereto. The License Agreement is attached as Exhibit B hereto and is assigned to the County, as modified in Section 16.1 below.

1.13 Maintenance and Support Services or Maintenance: Shall mean those services described in Section 4.0 of this Agreement and are provided without additional charge.

1.14 Maintenance Fee Basis: Shall mean the sum of the License Fee and the cost of all Customizations performed pursuant to this Agreement or any other agreement between the parties. As of the date of this Agreement, the Maintenance Fee Basis is $525,693.44. This is the amount used to determine the Maintenance Fee for the Initial Agreement Term.

1.15 Member Services Customizations: Shall mean the computer programs in object code known as PensionGold Member Services on the Web Software, Version 1 and Release 1 or such later release/s as may be delivered to the County by Contractor from time to time. For purposes of this Agreement, there are three types of Member Services Customizations:

1.15.1 Benefit Calculation Customization means incorporating the County’s PensionGold Software benefit calculations into Member Services.

1.15.2 Standard Customization means inserting custom links in the custom links area, or making minor aesthetic modifications such as inserting County’s logo or changing background colors.

1.15.3 Non-Standard Customization means all Member Services Customizations that are not Benefit Calculation or Standard Customizations.

1.16 Non-Critical Problem: Shall mean all problems other than Critical Problems or Emergency Problems.

1.17 Release: Shall mean a new copy of the Base Software containing Fixes and/or Enhancements made generally available to customers by Contractor denoted by a change in the Release number of the product.

1.18 Other capitalized terms shall have the same meaning as set forth in the License Agreement or as defined herein.
2.0 **Scope of Agreement:** Maintenance is optional and the County may at any time elect not to receive Maintenance without diminishing the County’s rights under the License Agreement, set forth at Exhibit B and as amended herein. The Contractor agrees to perform the Maintenance services and Additional Services described herein subject to the terms of this Agreement. The purpose of this work is to provide Fixes, Enhancements, Releases and Additional Services related to County’s use of the Pension Gold software.

2.1 **Agreement Term.** Subject to timely payment of the Maintenance Fee described herein, the Initial Agreement Term begins upon execution of this Agreement by the parties and ends on October 31, 2011. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amendment executed by the parties and paying the annual Maintenance Fee upon execution of such amendment, extend the term for up to two (2) additional one (1) year periods (“Subsequent Agreement Terms”). Unless terminated sooner pursuant to the terms of this Agreement, this Agreement shall end October 31, 2013.

2.2 **Agreement Amount.** The County will pay the Contractor in accordance with the terms of this Agreement and Exhibit A.

2.3 **Relation of the Parties.** Each party will be legally considered as an independent contractor of the other party and neither party nor its employees will, under any circumstances, be considered employees, servants or agents of the other party. Neither party will be legally responsible for any negligence or other wrongdoings by the other party, 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. No employee of Arlington County, Virginia shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

2.4 **County Project Officer.** The performance of the Contractor required by this Agreement is subject to the review and approval of the County Project Officer, who shall be appointed by the Director of the Arlington County Department of Human Resources 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.

3.0 **Maintenance Due Date and Fee**

3.1 **Maintenance Fee.** The Initial Agreement Term Maintenance Fee is $94,624.82.

3.2 **Maintenance Due Date.** The parties acknowledge that the County has paid $39,427.00 in partial payment of the Initial Agreement Term Maintenance Fee and that the remaining balance of $55,197.82 shall be due upon execution of this Agreement for a total Maintenance Fee payment for the Initial Agreement Term of $94,624.82. If a renewal amendment is executed, annual Maintenance Fees for
any Subsequent Agreement Term will be paid on November 1 of each Subsequent Agreement Term.

4.0 **Maintenance Provided.** Contractor shall provide the following services to the County:

4.1 Telephone support by qualified personnel to address functionality issues, errors, defects, bugs or apparent malfunctions ("issues") in the Base Software and Customized Software, or for questions regarding the usage of the Base Software and Customized Software, shall be available between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday current U.S. Central Time, excluding Contractor holidays. Annually, the County will provide the Contractor with a list of payroll processing dates. Prior to 6:00 pm U.S. Central Time on standard business days, County will alert Contractor of an Emergency or Critical Problem related to running payroll and the Contractor shall be available after normal business hours that day to provide support to the County.

4.2 Contractor shall use all reasonable efforts to provide identification and resolution of the problems or errors reported by County in the Base Software or Customized Software. The priority of, and response time for addressing, reported problems shall be in accordance with the Problem Resolution Table outlined in Exhibit D.

4.2.1 **Escalation Procedure.** Resolution of problems encountered with the Base Software or Customized Code are outlined in Exhibit D. In the event the Contractor identifies a problem at one level of criticality and the County disagrees, the County may escalate the issue to a manager and subsequently an officer within the Contractor’s organization. Problems will be resolved in accordance with Exhibit D. If the resolution is a work around/detour that through the County’s implementation the County finds that the work around is not satisfactory in that it does not have appropriate functionality or is cumbersome or difficult, the Contractor will continue to timely (as defined in Exhibit D) provide additional Fixes until the problem is closed.

4.3 The Contractor agrees that all Customized Code will work with the Base Software and with any changes to the Base Software. The Contractor further agrees that any Fixes and Releases will work with previously implemented Customized Code and such work is Maintenance hereunder. Prior to delivery of Fixes or Releases, Contractor will perform testing of the functionality of the Base Code or Customized Code. Contractor shall, in a timely manner, also provide the following at no additional charge to County: (a) all new Releases of the Base Software; (b) development of Fixes for Emergency Problems in the Base Software and application of Customized Code to such Fixes; (c) upon County’s written request, Fixes for errors in the Customized Code and application of the Customized Code to such Fixes; (d) application of Member Services Standard Customized Code and Member Services Benefit Calculation Customized Codes to Fixes; and (e) updates to Documentation as needed. Contractor will ensure that
any Fix or new Releases of Base Software will restore the Customized Software to performance in accordance with its Documentation.

4.4 Problems in the Base Software that are not Emergency Problems shall be addressed, in Contractor’s sole discretion, through either: (a) new Releases made available at no additional charge to all customers receiving Maintenance or (b) separate Fixes made available to County at the then applicable hourly rate set forth in Exhibit A-1. In addition, except as provided in Section 4.3(b) and (d), Contractor shall apply the Customized Code to new Releases and Fixes in the Base Software at the then applicable hourly rate set forth in Exhibit A-1.

4.5 If in the reasonable judgment and with the agreement of the parties, an on-site visit to the County is necessary to solve an Emergency Problem, Contractor will make an on-site visit. If Contractor makes an on-site visit, the County shall reimburse Contractor for all of its reasonable expenses incurred thereby as per Exhibit A. If the Emergency Problem was not caused by a defect in the Base Software or Customized Software, the County shall reimburse Contractor for its personnel who made the on-site visit at Contractor’s then current hourly rate as set forth in Exhibit A-1. In lieu of an onsite visit, the County may provide the Contractor the ability to remotely access the County’s systems directly.

4.6 Contractor will store the Customized Software and track all changes or additions made by Contractor to the Customized Software. Contractor will escrow the Customized Software on behalf of the County in accordance with Exhibit C annexed hereto.

5.0 **Exclusions.** Contractor’s Maintenance obligations set forth in Section 4.0 do not include the following circumstances where: (a) corruption or loss of the Base Software, Customized Code, or data is due to hardware failure or fault; (b) corruption or loss of the Base Software, Customized Code, or data is due to failure of the County to implement written recommendations in respect of or solutions to faults previously advised by Contractor or to install a Release or Fix made available under this Agreement; (c) County is in breach of this Agreement, or the License Agreement; (d) service is required for any modification, change, or addition to the Base Software or Customized Code when such modification, change, or addition was not provided by Contractor. If Contractor can not replicate the existence of a reported problem by using the Customized Software in Contractor’ Operating Environment, Contractor shall consider any services rendered to correct the problem and the time expended in identifying the problem as Additional Services.

6.0 **County Obligations.** The County will: (a) ensure that the Base Software and Customized Software are used only as set forth in the License Agreement and operated and maintained in accordance with the Documentation; (b) ensure that only adequately trained and authorized persons are allowed to operate the Base Software and the Customized Software; (c) County will designate no more than three (3) trained, knowledgeable, individual/s to act as the County liaison to screen initial County problems and be the point of contact between Contractor and County; (d) In the event of an actual or apparent malfunction of the Base Software
or Customized Software, take all reasonable actions to document or record the form, nature, apparent cause or symptoms of the malfunction to the best of their ability. Upon request, such documents or records shall be supplied or provided to Contractor during the course of problem resolution. Additionally, the County will perform user acceptance testing of completed Customizations within 30 days of delivery. During such testing period the County may reject the Customization by providing Contractor with written notice specifying in what way the Customization does not conform to the request for the Customization. In such event, Contractor shall submit a corrected Customization subject to an additional thirty day testing period.

7.0 **Additional Services.**

7.1 Contractor may charge the County at the rates set forth in Exhibit A-1 for reasonable time for: (a) services not identified in Section 4.0 of this Agreement as provided at no charge; (b) services provided due to the fault of County, or in connection with other requests for service under Section 4.0 made by the County where such request is subsequently shown to be excluded under Section 5.0 of this Agreement; (c) Customizations requested and approved in writing by the County. The Contractor shall not be compensated for any goods or services provided except those included in this Agreement unless those goods or services are covered by a written Amendment to this Agreement agreed to in advance and signed by the County and the Contractor, and a County Purchase Order is issued covering the expected cost of such services.

7.2 Upon receipt of a written request for a Customization from the County, Contractor shall develop an estimate of the cost of the Customization. Contractor shall be entitled to charge the County at the then applicable rates set forth in Exhibit A-1 for Contractor’s time spent developing the estimate for a Customization up to a maximum of 40 hours for each estimate. County shall not be responsible for any charge for an estimate in excess of 40 hours unless County approves such excess hours in writing. There will be no separate charge for Phase I estimate preparation if the County approves a Phase II customization request.

7.3 Except as otherwise agreed by the parties in writing, the provision of Additional Services shall be governed by the terms and limitations of this Agreement.

8.0 **Reimbursable Expenses.** Only pre-approved reimbursable travel-related expenses shall be allowed under this Agreement and are paid as set forth in Exhibit A. No other expenses are reimbursable under this Agreement, and there shall be no charge made for the development of cost proposals or estimates.

9.0 **Invoicing and Payment.**

9.1 **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 order 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. In any Subsequent Agreement Term, Contractor shall have no obligation to provide goods or services pursuant to this Agreement until the County has issued the appropriate purchase authorization. Please direct questions regarding this requirement to the Office of the Purchasing Agent at 703-228-3410.

9.2 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 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 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 Agreement, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this Agreement, interest may accrue at the rate of no more than one percent (1%) per month.

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

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. An Agreement 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.

9.3 Charges for Additional Services, Reimbursable Travel-related Expenses. Such charges shall be due and payable within thirty (30) days after County's receipt of a correct invoice for work done that is reasonable and allocable to the Agreement and which has been performed to the satisfaction of the County Project Officer. Contractor reserves the right to charge interest on such unpaid amounts at the rate of one percent (1%) per month on any payment due to Contractor that is more than forty-five (45) days in arrears. The County maintains a tax exempt status and the Certificate of Tax Exempt Status is attached as Exhibit F.
10.0 Warranty: Exclusive Remedy.

10.1 Limited Warranty. Contractor warrants that it will perform the services hereunder in a workmanlike manner and that during the term of this Agreement the Customized Software will be free of Emergency Problems. However, Contractor does not warrant the Customized Software will be error free. THIS WARRANTY SHALL NOT APPLY TO ANY FAILURE OF THE CUSTOMIZED SOFTWARE TO FUNCTION AS WARRANTED ARISING FROM COUNTY’S FAILURE TO APPLY ANY RELEASE OR FIX MADE AVAILABLE PURSUANT TO SECTION 4.0 OF THIS AGREEMENT, FROM COUNTY’S FAILURE TO CORRECT PROBLEMS IDENTIFIED PURSUANT TO SECTION 4.0 OF THIS AGREEMENT, OR FROM ANY CIRCUMSTANCES SET FORTH IN SECTION 5.0 AS EXCLUDED FROM CONTRACTOR’S MAINTENANCE OBLIGATIONS.

10.2 No Other Warranties. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN SECTIONS 10.1 AND 12.3, THE CONTRACTOR MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND PRODUCTS PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, OR ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE.

10.3 Exclusive Remedy. COUNTY’S EXCLUSIVE AND SOLE REMEDY FOR BREACH OF THE WARRANTY PROVIDED IN SECTION 10.1 SHALL BE LIMITED TO REPAIR OF FAULTS OR REPLACEMENT OF THE BASE SOFTWARE AND CUSTOMIZED SOFTWARE TO RESTORE PERFORMANCE PER SECTION 10.1. IN THE EVENT CONTRACTOR IS UNABLE TO EFFECTUATE SUCH REPAIR OR REPLACEMENT WITHIN A REASONABLE TIME, CUSTOMER SHALL BE ENTITLED TO A REFUND OF ALL AMOUNTS PAID TO CONTRACTOR UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PREcedING NOTIFICATION OF THE PROBLEM AND ALL MONTHS FOLLOWING THE NOTIFICATION OF THE PROBLEM UNTIL THE DATE OF THE NOTICE THAT THE CONTRACTOR CANNOT REPAIR OR REPLACE THE BASE SOFTWARE AND/OR CUSTOMIZED CODE.

11.0 Limitation of Liability

11.1 EXCEPT FOR A CLAIM PURSUANT TO SECTION 12.0, CONTRACTOR’S TOTAL LIABILITY FOR DAMAGES UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO THE FEES ACTUALLY PAID TO CONTRACTOR UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING THE BREACH. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION,
LOST PROFITS, LOSS OF DATA, LOSS OF USE OR CLAIMS OF THIRD PARTIES) THAT MIGHT ARISE AS A RESULT OF THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR IN ANY WAY ARISES OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

11.2 Independent Remedies. The limitation of Contractor’s liability for the County’s damages as provided in Section 11.1 shall be independent of the remedies provision of Section 10.3 and shall be valid and enforceable whether or not the remedies set forth in Section 10.3 “fail of their essential purpose” under the Uniform Commercial Code, the Uniform Computer Information Transactions Act, or similar laws applicable to this Agreement.

12.0 Indemnification. Warranty Against Infringement and Interference with Enjoyment.

12.1 General 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, arising out of any actual or alleged death or injury to any person, or damage to any tangible property claimed to result in whole or in part from the Contractor’s negligent acts or omissions in performance or nonperformance of its work pursuant to this Agreement. This indemnification shall survive the termination of this Agreement.

12.2 Intellectual Property Indemnification. The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused arising from the Contractor’s performance hereunder, the Base Software, Customized Code, Customized Software, Pension Gold, Fixes and Releases 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 Agreement, including its use by the County. This indemnification shall survive the termination of this Agreement.

12.3 Intellectual Property Warranty. The Contractor warrants and guarantees that no intellectual property rights (including copyright, patent, mask right and trademark) of third parties are infringed or in any manner involved in or related to the Base Software, Customized Software, any Fix, Release or Customized Code provided pursuant to this Agreement. The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees (the "County") from and against any and all third party and/or Contractor’s affiliate claims, losses, damages,
injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, arising from infringement of any trademark, copyright, patent or other intellectual property right arising under the laws of the United States by any Base Software, Fix, Release or Customized Code provided pursuant to this Agreement provided that County shall give Contractor prompt written notice of such claim and shall provide Contractor with all reasonable cooperation. Contractor has no obligation to pay County's attorneys' fees, provided Contractor has assumed the defense of the claim in a timely fashion. Further, Contractor shall be obligated to pay for losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, or liability related to any claim arising pursuant to this Section only to the extent such amount arises from a claim based on the Base Software or Customized Software as delivered by Contractor or its agents or on any addition, modification or change thereto made by the Contractor or its agents. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the fees set forth in this Agreement include all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

12.4 Opportunity to Cure. If a claim is made by a third party against County that, if true, would cause a breach of the warranty set forth in Section 12.3 or if Contractor believes that a likelihood of such a claim exists, Contractor shall, in Contractor sole discretion and expense, procure for County the right to continue using the Base Software or Customized Software, modify it to make it compliant with the warranty set forth in Section 12.3 but continue to meet the Base Software's or Customized Software's functionality, or replace it with software of like functionality that complies with the warranty provided in Section 12.3; provided, however, if none of the foregoing is reasonably available to Contractor, either party may Terminate this Agreement, in which case Contractor shall refund to the County all amounts paid to Contractor under this Agreement during the twelve (12) months immediately preceding the breach.

12.5 Website Content. County agrees that any information County displays via Member Services will not knowingly infringe any third party patent, copyright, trade secret or other proprietary right enforceable in the United States. Further, County warrants that any change or modification to the Customized Software made by County or any third party not a subcontractor to Contractor shall not infringe any third party patent, copyright, trade secret or other proprietary right enforceable in the United States. Contractor shall have no responsibility for claims arising from content displayed via Member Services or for changes or modifications to the Customized Software if such content, change or modification was not supplied by Contractor or its agents.

13.0 Termination

13.1 Non-Appropriation. 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 non-
appropriation of funds by the County Board of Arlington County for the goods or services provided under this Agreement or substitutes for such goods or services which are as advanced or more advanced in their technology, 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. If funds are not appropriated at any time for the continuation of this Agreement, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County Board of Arlington County shall not be obligated under this Agreement beyond the date of termination. Unless otherwise agreed in writing by the parties, upon the first to occur of (1) receipt of such notice or (2) cancellation due to non-appropriation, Contractor shall immediately cease all work pursuant to this Agreement without penalty. Contractor shall be entitled to payment for services provided under this Agreement up to the time of notification of fiscal funding failure subject to the availability of funds. However, should a balance remain unpaid for services provided, nothing herein shall be deemed a waiver or limitation of Vendor’s right to seek payment for any unpaid amount via the applicable administrative or judicial process.

13.2 Termination for Cause. The Agreement shall remain in force for the Agreement Term or Subsequent Agreement Term(s) and for obligations that survive termination of the Agreement. However, either party shall have the right to terminate this Contract sooner if the other party is in breach or default of this Agreement.

In the event the County decides to terminate this Contract for failure to perform satisfactorily, the County will give the Contractor at least thirty (30) days written notice before the termination takes effect. Such (30) day period will begin upon the mailing of notice by the County. If the Contractor fails to cure within the thirty (30) days period specified in the notice and the Contract is terminated for the Contractor’s failure to provide satisfactory Contract performance, the Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract.

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

13.3 Termination for Convenience of the County. The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. 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.

13.4 Failure to Deliver. In the case of failures to deliver goods or services in accordance with the Contract, the County, after due oral or written notice shall follow the procedures for termination for cause as described in Section 13.2 above.

13.5 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, or other force majeure, beyond the control of the Contractor and which are outside of the scope of the Contractor's then current disaster planning, 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, or other force majeure, beyond the control of the County, that make performance impossible or illegal, unless otherwise specified in the Contract.

14.0 Miscellaneous Provisions.

14.1 Notices. All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, or (b) delivered to the recipient by an agent, such as the United States
Postal Service or an overnight or similar delivery service. Said notices shall be addressed as follows:

TO CONTRACTOR:
Levi, Ray & Shoup, Inc.
2401 West Monroe St.
Springfield, IL 62704
Attn: General Counsel

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

And

Arlington County
Department of Human Resources
Amy Rozier, Project Officer
Arlington County
Suite 511, 2100 Clarendon Boulevard
Arlington, Virginia 22201

14.2 Severability. If any provision of this Agreement or the application of such provision to any Person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to Persons or circumstances, other than those as to which it is held invalid, shall not be affected unless such invalidity would materially alter the party’s ability to perform or the intended essential purpose of this Agreement. “Person” shall mean any natural person or corporation, partnership, trust, association, governmental unit or any other type of entity.

14.3 Parties Bound. This Agreement shall be binding upon the parties hereto, their successors, assigns, and legal representatives.

14.4 Final Agreement. This Agreement constitutes the complete, final and exclusive expression of the parties’ agreement, and it supersedes all proposals and other communications made between the parties concerning the subject matter hereof. This Agreement cannot be modified except by written agreement signed by all the parties hereto. This Agreement terminates the Software Maintenance and Support Agreement entered into by Contractor and the Retirement System on, or about, September 10, 2002. The County represents and warrants it has the authority to enter into this Agreement, and terminate the above referenced Software Maintenance and Support Agreement on behalf of the Arlington County Employees’ Retirement System.
14.5 Authorization. Each undersigned hereby represents and warrants that he or she has been duly authorized by his or her respective party to enter into and execute this Agreement.

14.6 Headings, Gender, Placement. All sections headings and placement of paragraphs contained in the Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. Further, reference to a section number ending in a zero shall be a reference to all of the sections starting with the same number. For example, a reference to Section 9.0 is reference to Sections 9.1, 9.2 and 9.3 as well.

14.7 Waiver. A waiver of any term of this Agreement shall not be construed as waiver of any succeeding default or as a waiver of the provision itself. A party’s performance after the other party’s default shall not be construed as a waiver of that default.

14.8 Assignment.
14.8.1 Neither party may assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, obligations, or interests under this Agreement, without the prior written consent of the other party except to an Affiliate disclosed to the other party, or where all or substantially all of the assets of a party are sold to, or merged or consolidated with, another company, or in the case of Contractor, or where all or substantially all of the Base Software is sold or assigned to another entity. “Affiliate” means (a) a company or other business entity (Company) which owns all or a controlling interest of a party as evidenced by either ownership of a majority of the outstanding shares entitled to vote for the election of directors of such party, or direct or indirect control over the management of such party, or (b) a Company in which a party owns all or a controlling interest as evidenced by either ownership of a majority of the outstanding shares entitled to vote for the election of directors of such Company, or direct or indirect control over the management of such Company. Any attempted assignment except as allowed above shall be void. Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any Person, other than to the parties and their successors.

14.8.2 In the case of sale, merger, consolidation or assignment which results in more than a twenty percent (20%) increase in the County’s participants, an upgrade fee shall be due in an amount equal to the Contractor’s then current maintenance fees for the number of participants added or such other reasonable amount to be determined by the parties.
14.9 **Protection of Software.** The terms and provisions of Section 4.0 of the License Agreement (Exhibit B) are incorporated into this Agreement.

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

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

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

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

- **Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia."**

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

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

The Contractor shall carry Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render professional services or perform work under the contract, in the amount of $1,000,000.
The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

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

The Contractor shall be responsible for the work performed under this Agreement and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work.
The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the alternative coverages are submitted to and acceptable to the County.

14.11 Protection of Privacy and Confidentiality. The parties agree that the County retains exclusive ownership of the data and information ("information" also referred to as "confidential information") provided by County to Contractor. Contractor agrees that it shall hold the County's information secure and private. Contractor shall not use, disclose, or permit access to confidential information acquired in connection with the services performed under this Agreement, except, as necessary or required to perform such services. County confidential information includes, but is not limited to, nonpublic personal information as defined by Title V of the Gramm-Leach-Bliley Act, personally identifiable health information, social security numbers, addresses, dates of birth, type of retirement, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise, as well as any information entrusted to any affiliates of the parties received by Contractor in the course of performing its duties pursuant to this Agreement. Notwithstanding the foregoing, Contractor and its affiliates shall have the right to use or disclose such County confidential information on a limited, need to know basis and only in a secure manner to prevent re-disclosure or improper use if: (a) required by applicable law or any court, governmental agency, regulatory authority of competent jurisdiction, or by subpoena or discovery request in pending litigation; (b) necessary in connection with any of Contractor's audit, legal, compliance, or accounting procedures; (c) authorized by the County or a participant; (d) necessary for the performance of Contractor's duties pursuant to this Agreement; or (e) required to protect against or prevent fraud. Contractor will take reasonable steps to
safeguard and ensure the integrity of County confidential information and will
return or destroy such information upon termination of this Agreement. County
confidential information does not include information which is (i) available or
ascertainable from public information (other than as a result of prior unauthorized
disclosure); or (ii) in Contractor's possession prior to the disclosure by the County
and Retirement System.

Contractor agrees that if there is a breach of security or an unauthorized
disclosure/s of County confidential information, it will immediately report the
breach or disclosure to the County and further report to the County the exact
scope and nature of the breach or disclosure as soon as possible upon
determination that such breach or disclosure involves County confidential
information. Contractor will take all legally and commercially reasonable steps,
in keeping with applicable industry standards, to correct and abate the breach or
disclosure. Within 48 hours of discovery of a breach or disclosure, Contractor
will provide County with (1) an Excel file of affected person's names, mailing
and email addresses to the extent such information is reasonably available to
Contractor, (2) a written communication piece describing the scope and nature of
the breach that the County can forward to affected persons, and (3) a telephone
number for use by affected persons to contact the Contractor for additional
information and assistance.

Contractor shall ensure that it, its affiliates and any entity to which any
responsibility hereunder has been delegated or with which Contractor has a
contractual relationship pursuant to which Contractor shares or sends information
to such provider under this contract, shall adhere to this Section and shall take all
commercially reasonable steps, including Internet security, to ensure the
confidentiality and privacy of the information it receives in its performance of the
services described herein.
14.12 Confidentiality and Return of Records. This Agreement confers no rights to the Contractor of ownership or interest in County’s data or inputs. Contractor may only use or disclose such data or inputs for the purpose of performing Contractor’s duties and obligations pursuant to this Agreement. The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of the County’s request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or designee for response. At the County’s request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" and readable electronic copies of computer records, and at the County’s request, shall destroy all computer records created as a result of the County’s request for services under this Contract. The parties acknowledge and agree that “Record” and “Records” do not include the Licensed Software as defined in the License Agreement.

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. The Project team primarily assigned to the County’s account shall execute Exhibit E. All other employees of the Contractor or its affiliates that work on the County’s account shall abide by the Contractor’s confidentiality and nondisclosure policies and shall protect the confidentiality of County data and inputs.

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

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

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

14.14 Audit. The Contractor agrees to retain all books, records and other documents related to this Agreement for at least five (5) years after final payment, or until audited by the County, whichever is later. 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.

14.15 Arlington County Business Licenses. The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code.

14.16 Non-discrimination notice. Arlington County does not discriminate against faith-based organizations.

14.17 County Employees. No employee of Arlington County, Virginia shall be admitted to any share or part of this Agreement or to any benefit that may arise there from which is not available to the general public.

14.18 Employment Discrimination by Contractor Prohibited. During the performance of this Agreement, 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.

14.19 Drug-Free Workplace to be Maintained by Contractor. 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 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 agreement awarded to a contractor in accordance with the Arlington County Resolution, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

14.20 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 this Agreement knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

14.21 No Waiver of Sovereign Immunity. Notwithstanding any other provision of this Contract, 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.
14.22 Arbitration. It is expressly agreed that nothing under the Agreement shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

14.23 Nonexclusivity of Remedies. Except as expressly set forth in this Agreement, all remedies available to the County under this Agreement are cumulative and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

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

14.25 Survival of Terms. In addition to any sections in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this contract, the following sections also survive: Sections 10, 11, 12, and 16 and all subsections thereunder 14.11, 14.12, 14.14, 14.21, 15.1, 15.2, 16 and 17.

15 Dispute Resolution, Governing Law and Jurisdiction.

15.1 Disputes. 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 Agreement 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 earlier. 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 sixty days after final payment in accordance with the Arlington County Purchasing Resolution, Section 7-107. The time limit for final written decision by the County Manager is fifteen (15) days. The decision of the County Manager shall be final and conclusive unless the Contractor appeals within six months of the date of the decision on the claim by the County Manager to the County Board in accordance the Arlington County Purchasing Resolution section 7-108. Legal action may be instituted only in accordance with the Code of Virginia and the Arlington County Purchasing Resolution, herein incorporated by reference.

The Contractor shall not cause a delay in the work pending a decision of the Project Officer, County Manager, County Board or a court.

15.2 Applicable Law. This Agreement and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, 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.

15.3 Arlington County Purchasing Resolution. The Agreement is governed by the applicable provisions of the Arlington County Purchasing Resolution. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Purchasing Resolution, is fifteen (15) days. Procedures for 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.

15.4 Notwithstanding anything to the contrary stated herein, to the extent that an action in the nature of an injunction, temporary restraining order or other similar emergency or equitable relief is required to enforce the terms of this Agreement, either party may, at its option, bring an action against the other party in any Virginia court of competent jurisdiction in order to obtain prompt and effective relief.

16 Amendments to License Agreement (Exhibit B). The following amendments are made to the terms and conditions of Exhibit B.

16.1 Assignment and Transfer of License. The parties hereto and the Retirement System agree to the assignment and transfer, without cost and in full, to the County of the Retirement System’s rights as Licensee under the License Agreement. The County represents and warrants it has the authority to enter into this Agreement and to assign and accept assignment of the License Agreement on behalf of the Arlington County Employees’ Retirement System.

16.2 License Fees. The parties agree that no further license fees are required pursuant to the License Agreement and the license is paid in full.

16.3 Additional Copying Rights Granted. Contractor hereby grants the County permission to make additional copies of the Licensed Software for use only for backup, archival or disaster/emergency purposes and for test environment purposes only.

16.4 Applicability of the Virginia Freedom of Information Act (FOIA). The License Agreement is modified by adding the following as Exhibit B Section 4.9: “Contractor acknowledges that the Licensee is subject to the Virginia Freedom of Information Act (FOIA). The Licensee shall notify Licensor immediately if a request is made to the Licensee for disclosure of any information protected by Section 4.0 of the License Agreement. Licensor understands that strict deadlines apply to FOIA requests and will comply therewith.”
16.5 Exhibit B section 5.4 is replaced and the Exhibit B is modified to read as follows: “Licensee will take all reasonable steps to ensure that any information Licensee displays via Member Services does not infringe any third party patent, copyright, trade secret or other proprietary right enforceable in the United States. Further, Licensee agrees that any change or modification to the Customized Software made by Licensee or any third party not a subcontractor to Licensor shall not infringe any third party patent, copyright, trade secret or other proprietary right enforceable in the United States. Licensor shall have no responsibility for claims arising from content displayed via Member Services or for changes or modifications to the Customized Software if such content, change or modification was not supplied by Licensor or its agents.”

16.6 Exhibit B sections 8.2 and 9.0 are stricken.

16.7 Exhibit B Section 4.5 is modified to read as follows: “Injunctive Relief. Nothing contained in this Agreement shall prohibit either party from seeking injunctive relief, from a court of competent jurisdiction as defined in this Agreement.”

16.8 Exhibit B Section 5.2, Licensor’s Duty to Indemnify, is modified by replacing the last sentence of the Section with the following: “Licensor shall be obligated to pay for losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, or liability related to any claim arising pursuant to this Section only to the extent such amount arises from a claim based on the Base Software or Customized Software as delivered by Licensor pursuant to this Agreement.”

16.9 It is understood by both Contractor and County that this Section 16.0 addresses only the modifications to the License Agreement identified above. And as such, this Section 16.0 does NOT replace or alter any other portion of the License Agreement. Should the terms and conditions of this Section 16.0 conflict with the terms and conditions of the License Agreement, the terms and conditions of this Section 16.0 shall control and prevail. In all other respects, the License Agreement, as amended herein, remains in full force and effect.

17 Electronic Document Management (EDM) Module

17.1 Assignment and transfer of EDM Module. The parties hereto and the Retirement System agree to the assignment and transfer, without cost and in full, to the County of the Retirement System’s rights as Licensee of the license for the EDM Module issued to the Retirement System. The County represents and warrants it has the authority to enter into this Agreement, assign and accept assignment of the license for the EDM Module on behalf of the Arlington County Employees’ Retirement System. The license for the EDM Module is described in Exhibit G.

17.2 Fees. The parties agree that no further license fees are required for the EDM Module license and all such license fees are paid in full.

18 Agreement Documents and Order of Precedence The Contract documents include this Agreement, Exhibit A (Pricing), Exhibit A-1 (Additional Services Pricing), Exhibit C (Escrow Agreement), Exhibit D (Problem Resolution Table), Exhibit E (Nondisclosure
and Data Security Agreement), and Exhibit F (Certificate of Tax Exempt Status). Where
the terms and provisions of this Agreement vary from the terms and provisions of the
other Contract Documents, the terms and provisions of this Agreement shall prevail over
the other Contract Documents. The 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 (also known as “Agreement”).

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

LEVI, RAY & SHOUP, INC.

AUTHORIZED SIGNATURE: [Signature]
NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 03/31/11

AUTHORIZED SIGNATURE: [Signature]
NAME: MAX DILLAHUNTY
TITLE: VICE PRESIDENT
DATE: 3/21/11

FEDERAL TAX ID: 37-1073724
Agreement No. 79-10

Exhibit A

Pricing

**Software Licenses.** All software licenses hereunder are paid-up in full. There are no additional license fees owed by the County to Contractor,

**Maintenance Fees.** The Maintenance Fee is determined on an annual basis, each contract year, if any to commence on November 1. For subsequent Agreement Terms, the Maintenance Fee shall not increase annually by more than five percent (5%), plus eighteen percent (18%) of the total cost of Customizations completed in the prior Agreement year that were identified to impact the Maintenance Fee.

**Reimbursable Travel-Related Expenses.** If pre-approved by the County for employees of the Contractor outside the Washington, D.C. metropolitan area, the County's policy for reimbursement of travel-related expenses will be as follows:

Meals: The County will reimburse the Contractor for the actual out-of-pocket expenses for employee meals, excluding alcoholic beverages at the per diem rate of $41.00 or the individual meal rate of $8.00 for breakfast, $11.00 for lunch, and $22.00 for dinner. Receipts are required.

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

Transportation: Reservations shall be made in advance whenever possible to take advantage of available discounts. Receipts must be submitted for any inter-city public transportation used. Air fare will be reimbursed at the lowest available coach rate only. Reimbursement for the use of personal vehicles shall be negotiated with the County, except that the mileage rate paid by the County shall not exceed the then current mileage rates paid by the County to its employees. Parking expenses are reimbursable up to $7.00 per day, unless Metro transportation is available, in which case parking reimbursement is not available.

Ineligible expenses: Entertainment, alcoholic beverages, medical treatment, laundry, extraneous travel and living expenses that one would normally incur while at home.

Time limit: Requests for travel reimbursement submitted more than sixty (60) days after completion of the travel shall not be honored.
Non-reimbursable Expenses: The following expenses are also not allowable for reimbursement:

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

Additional Services Pricing

Additional Services as described in Section 7.0 to develop Customizations and any other services identified in the Agreement as provided at an hourly rate will be billed on an hourly basis at the rate of $175.00 per hour for November 1, 2010 through October 31, 2011. After October 31, 2011, this rate may increase by mutual agreement of the parties. Except as otherwise provided in the Agreement, prior to work beginning, Contractor will provide a written estimate which includes the cost of completing the work and whether the Customization will impact the Maintenance Fee Basis.
Exhibit B

Software License Agreement

SOFTWARE LICENSE AGREEMENT

This Agreement is made and entered into between Levi, Ray & Shoup, Inc. ("Licensor" or "LRS") and the Arlington County Virginia Employees’ Retirement System ("Licensee") to be effective [Effective Date].

In consideration of the mutual covenants and promises set forth herein, the parties agree to the following:

1.0 Definitions:

1.1 **Base Software:** Shall mean the unmodified computer programs in object code and their Documentation licensed by LRS to Licensee pursuant to this Agreement and identified in Exhibit 1.1 which is attached hereto and incorporated by this reference.

1.2 **Customization:** Shall mean additional functionality to the Base Software created by LRS pursuant to Licensee’s request.

1.3 **Customized Code:** Shall mean modifications or customizations to the Base Software created by LRS as part of the Project, the Maintenance and Support Agreement or another separate written agreement between the parties.

1.4 **Customized Software:** Shall mean the Base Software as modified by the Customized Code.

1.5 **Documentation:** Shall mean the written material set forth in the form of an integrated On-Line Help System contained within the Base Software or Customized Software as well as the Base Software or Customized Software’s hard copy user’s guide documentation.

1.6 **Enhancements:** Shall mean improvements, fixes, modifications, changes or new releases to any version of the Base Software licensed by this Agreement, which may be received pursuant to a separate maintenance and support agreement. Enhancements do not include new versions of or additional modules to the Base Software.

1.7 **Fix:** Shall mean a correction to the Base Software or Customized Code designed to allow the Base Software or the Customized Code to perform according to its Documentation.

1.8 **Implementation Agreement:** Shall mean that certain agreement between the parties titled Agreement for Software Customization and Implementation describing the obligations of the parties for the Project which agreement is attached as Exhibit 1.9 for reference purposes.

1.9 **License:** Subject to the terms of this Agreement, Licensor hereby grants to Licensee, and Licensee hereby accepts, a personal, non-exclusive and nontransferable license to use the Base Software, Customized Software and Documentation including any modifications, changes and customizations thereto and all derivative works prepared therefrom perpetually, unless Terminated pursuant to terms of this Agreement.

1.10 **License Fee:** The License Fee for the Base Software shall be One Hundred Thirty-Five Thousand Dollars ($135,000.00). Upon execution of this Agreement and receipt of invoice, Licensee shall immediately pay LRS the first payment of the License Fee in the amount of Six Hundred Seventy Thousand Five Hundred Dollars ($67,500.00). Upon execution of the License Agreement and payment of the first payment of the License Fee, LRS shall deliver the unmodified versions of the PensionGold Software and Member Services to Licensee. The remaining portion of the License Fee in the amount of Sixty Seven Thousand Five Hundred Dollars ($67,500.00) shall be paid to LRS thirty (30) days after the Base Software was delivered to Licensee.

1.11 **Member Services:** Shall mean the computer programs in object code known as PensionGold Member Services on the Web Software, Version 1 and Release 1, or such later Release as may be delivered to Licensee by LRS from time to time.

1.12 **PensionGold Software:** Shall mean the computer programs in object code known as PensionGold Software, Version 2 and Release 5, or such later Release as may be delivered to Licensee by LRS from time to time.

1.13 **Project:** Shall mean the planned undertaking to license, install, and customize the Base Software, provide training and convert data pursuant to the terms of the Implementation Agreement and this License Agreement.

1.14 **Release:** Shall mean a new copy of the Base Software containing Fixes and/or Enhancements made generally available to customers by LRS denoted by a change in the Release number of the product.

1.15 **Terminate or Termination:** Shall mean the ending of this Agreement or the Implementation Agreement with or without cause as the context allows.

1.16 **Other Definitions:** Other capitalized terms shall have the same meaning as defined herein.
3.2 If LRS has not been paid [the License Fee or the first payment of the License Fee] within thirty (30) days of the execution of this Agreement, LRS has the right to Terminate this Agreement without liability upon written notice to Licensee. On the other hand, if LRS has not delivered the unmodified versions of the PensionGold Software and Member Services to the Licensee within fifteen (15) days after it has received the first payment of the License Fee, then Licensee may Terminate this Agreement upon written notice delivered to and received by LRS prior to Licensee receiving such software. In which case, LRS shall immediately return to Licensee the License Fee. Upon Termination of this Agreement and return of License Fee to Licensee pursuant to this Section, neither party shall have any liability under this Agreement.

3.3 **Taxes.** All license fees payable to Licensee hereunder shall be exclusive of all applicable taxes based on or measured thereon, or on this transaction, and Licensee shall be responsible for the payment of all such taxes, excluding taxes based on Licensee’s income. Licensee’s invoice shall not include any amount for taxes unless the same are listed apart from the license fees and Licensee is authorized to collect the same. However, if the Licensee is tax exempt, Licensee will not be responsible for, nor will it be invoiced for any tax, provided LRS receives a copy of Licensee’s tax exempt certificate prior to the issuance of the applicable invoice.

3.4 **Maintenance and Support and Source Code Escrow.** Maintenance and support of the Base Software and Customized Software, including the provision of Enhancements, new Releases or Fixes, will be provided in accordance with the provisions of a separate and independent agreement. The separate Maintenance and Support Agreement addresses the Licensor’s source code escrow.

4.0 **Protection of Software.**

4.1 **Acknowledgment of Trade Secrets.** Licensee acknowledges and agrees that the Base Software including any Enhancements, modifications, changes and customizations thereto and all derivative works prepared therefrom (hereafter collectively referred to as “Licensed Software”) and all copies thereof are LRS’ exclusive property, constitute valuable “trade secrets,” as that term is defined pursuant Section 2(c) of the Illinois Trade Secrets Act (765 ILCS 1065/2(c)), and are protected by federal and international copyright laws and treaties. Licensee may not disclose or make available to third parties the Licensed Software or any portion thereof without LRS’ prior written approval. The parties acknowledge that the Licensed Software is not a “work made for hire” under the Federal Copyright Law.

4.2 **Return of Licensed Software.** Upon the Termination of this Agreement Licensee shall immediately return to LRS any and all copies, in whole or in part, of the Licensed Software and certify in writing its compliance with this Section. Licensee shall erase or destroy any part of the Licensed Software contained in computer memory or data storage media, shall erase or destroy any part of the Licensed Software which has been incorporated into any other software, and shall cease all display of the Licensed Software or any part thereof.

4.3 **Proprietary Notices.** All copies of the Licensed Software, in whole or in part, shall contain all restrictive and proprietary notices as they appear on the copy of the Licensed Software provided by LRS. In no event may Licensee duplicate, in whole or in part, the Documentation for third parties.

4.4 **Licensee’s Proprietary Information.** All information, documents or records to which LRS has access and in which Licensee has rights, shall be treated by LRS as Licensee’s proprietary information and trade secrets. It is LRS’ duty to ensure that Licensee’s information is not and shall not be disseminated to third parties without Licensee’s prior written consent.

4.5 **Injunctive Relief.** Nothing contained in this Agreement shall prohibit either party from seeking injunctive relief for violation or threatened violation of this Section 4.0, as both parties agree that a material breach of Section 4.0 would give rise to irreparable harm not adequately compensable by money damages.

4.6 **Reproduction of the Licensed Software.**

4.6.1 This Section 4.6.1 shall apply to all Licensed Software except Member Services. Licensee is allowed to use the Licensed Software to administer the Licensee retirement system on a network at Licensee’s office and any other computers owned or controlled by Licensee which can access said network from outside the Licensee’s office. Licensee is not allowed to use the Licensed Software on any other network. Licensee may not reproduce or duplicate the Licensed Software or any part thereof without the express written permission of LRS, except that it may make one (1) copy of the Licensed Software without LRS’ written permission for use only for backup, archival or disaster/emergency purposes.

4.6.2 This Section 4.6.2 shall apply to Member Services only. Licensee is allowed to use Member Services to display information to Licensee’s members via Licensee’s web site provided Licensee does not allow its members to interact with the “live” or production PensionGold Software database. Licensee is not allowed to use Member Services in any other manner. Licensee may not reproduce or duplicate Member Services or any part thereof without the express written permission of LRS, except that it may display Member Services to members via Licensee’s web site and may make one (1) copy of Member Services without LRS’ written permission for use only for backup, archival or disaster/emergency purposes.
Audit. No more than annually, upon written request by Licensor, Licensee shall provide Licensor with a certified statement which describes how and where the Licensed Software is being used and the number of copies of the Licensed Software in Licensee’s possession. Further, no more than annually, during normal business hours, Licensor may visit Licensee’s places of business in order to determine compliance with this License Agreement.

Section 4.0 Survival. The provisions of this Section 4.0 shall survive the Termination of this Agreement.

5.0 Warranty Against Infringement and Interference With Enjoyment.

5.1 Warranty/Exclusive Remedy. Licensor warrants that the Base Software and Customized Software, if any, will be delivered free of the rightful claim of any third party by way of infringement or misappropriation of rights existing under the laws of the United States. Licensor further warrants that no act or omission of Licensor will result in a third party holding a claim (other than infringement) that interferes with Licensee’s enjoyment of the Base Software or Customized Software. LICENSEE’S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE FOREGOING WARRANTY IS SET FORTH IN SECTIONS 5.2 AND 5.3.

5.2 Licensor’s Duty To Indemnify. If a claim is made by a third party against Licensee that, if true, would cause a breach of a warranty set forth in Section 5.1, Licensor shall defend against such claim at its own expense and shall indemnify Licensee and hold it harmless against any settlement or final judgment including an award of attorneys’ fees, that may be awarded by a court of competent jurisdiction against Licensee as a result of the foregoing; provided that Licensee shall give Licensor prompt written notice of such claim and shall provide Licensor with all reasonable cooperation. Licensor has no obligation to pay Licensee’s attorneys’ fees, provided Licensor has assumed the defense of the claim in a timely fashion. Further, Licensor shall have no liability or duty to Licensee for any claim pursuant to this Section 5.0 if such claim is based on Licensee’s, or third party’s, addition, modification or customization to the Base Software or Customized Software.

5.3 Licensor’s Right To Correct. If a claim is made by a third party against Licensee that, if true, would cause a breach of a warranty set forth in Section 5.1, or if Licensor believes that a likelihood of such a claim exists, Licensor shall, in Licensor’s sole discretion, procure for Licensee the right to continue using the Base Software or Customized Software, modify it to make it compliant with the warranties set forth in Section 5.1 but continue to meet the Base Software’s or Customized Software’s functionality, or replace it with software of like functionality that complies with the warranties provided in Section 5.1; provided, however, if none of the foregoing is reasonably available to Licensor, either party may terminate the license granted herein, in which case the Licensee shall return the Licensed Software to Licensor pursuant to Section 4.2. Upon such return, Licensor shall refund to the Licensee a sum equivalent to one sixtieth (1/60) of the License Fee, or part thereof, actually paid by Licensee multiplied by the number of months remaining in the first five years of this Agreement.

5.4 Licensee warrants that any information Licensee displays via Member Services does not infringe any third party patent, copyright, trademark or other proprietary right enforceable in the United States. Further, Licensee warrants that any change, modification or customization to the Licensed Software made by Licensee or any third party not a subcontractor to LRS shall not infringe any third party patent, copyright, trademark or other proprietary right enforceable in the United States. Licensee shall indemnify LRS and hold it harmless against any final judgment, including an award of attorneys’ fees, that may be awarded by a court of competent jurisdiction against LRS as a result of breach of the foregoing; provided that LRS shall give Licensee prompt written notice of such claim and shall provide Licensee with all reasonable cooperation. Licensee has no obligation to pay LRS’ attorneys’ fees, once Licensee has assumed the defense of the infringement claim. Further, Licensee shall have no liability or duty to LRS for any claim of infringement pursuant to this Section if such claim is based on the Base Software or Customized Software supplied by LRS.

6.0 Limited Warranty: Exclusive Remedy.

6.1 Limited Warranty. Licensor warrants that the Customized Software will function substantially in accordance with its Documentation for ninety (90) days after Licensee’s acceptance of Deliverable #17 as provided in the Implementation Agreement. However, Licensor does not warrant that the Customized Software will be error free.

6.2 NO OTHER WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN SECTIONS 5.1 AND 6.1, LICENSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE.

6.3 EXCLUSIVE REMEDY. LICENSEE’S EXCLUSIVE AND SOLE REMEDY FOR BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 6.1 SHALL BE LIMITED TO REPAIR OF
DEFECTS OR REPLACEMENT OF THE WARRANTED SOFTWARE, OR, IN THE EVENT LICENSOR IS UNABLE TO EFFECTUATE SUCH REPAIR OR REPLACEMENT WITHIN A REASONABLE PERIOD OF TIME, LICENSEE UPON RETURN OF THE APPLICABLE SOFTWARE TO LICENSOR SHALL BE ENTITLED TO A RETURN OF THE LICENSE FEE PAID TO LICENSOR UNDER THIS AGREEMENT FOR THE APPLICABLE SOFTWARE. HOWEVER, IF LICENSOR IS UNABLE TO EFFECTUATE REPAIR OR REPLACEMENT OF THE PENSIONGOLD SOFTWARE WITHIN A REASONABLE PERIOD OF TIME, LICENSEE SHALL BE ENTITLED TO RECEIVE A REFUND OF ALL LICENSE FEES PAID TO LICENSOR PURSUANT TO THIS AGREEMENT UPON RETURN OF ALL OF THE LICENSED SOFTWARE AND THIS AGREEMENT SHALL TERMINATE.

7.0 LIMITATION OF LIABILITY.
7.1 EXCEPT FOR A CLAIM UNDER SECTION 5.6, LRS' TOTAL LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID TO LRS BY LICENSEE UNDER THIS AGREEMENT. EXCEPT AS PROVIDED IN SECTION 5.6, LRS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA, LOSS OF USE OR CLAIMS OF THIRD PARTIES) THAT MIGHT ARISE AS A RESULT OF THE PERFORMACE OR BREACH OF THIS AGREEMENT OR IN ANY WAY ARISES OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

7.2 Independent Remedies. The limitation of LRS' liability for the Licensee's damages as provided in Section 7.1 shall be independent of the remedies provision of Section 6.3 and shall be valid and enforceable whether or not the remedies set forth in Section 6.3 "fail of their essential purpose" under the Uniform Commercial Code, the Uniform Computer Information Transactions Act, or similar laws applicable to this Agreement.

8.0 Termination/Cancellation.
8.1 Termination. Either party may Terminate this Agreement if the other party is in breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice thereof by the non-breaching party. This Agreement automatically terminates upon termination or cancellation of the PensionGold Software license for any reason. Either party may Terminate this Agreement immediately upon written notice of a breach of Section 4.0 and LRS may Terminate this Agreement as provided in Section 3.0. Further, if Licensee returns any software identified in Exhibit 1.1 to Licensor and receives a refund of the license fees associated with that software as set forth in Section 6.3 of this Agreement, the license for that software shall end immediately.

8.2 Force Majeure. Notwithstanding anything to the contrary stated herein, neither party hereto shall be liable for any breach of its obligations resulting from causes beyond its reasonable control including but not limited to fire, strikes (excluding a party's own employees), insurrection or riots, earthquakes, tornadoes, embargoes, container shortages, wrecks or delays in transportation, inability to obtain supplies and raw materials requirements, or regulations of any civil or military authority (an "Event of Force Majeure"). Each of the parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure. If a default due to an Event of Force Majeure shall continue for more than three months then the party not in default shall be entitled to Terminate the Agreement as a result of an Event of Force Majeure.

9.0 Dispute Resolution, Governing Law And Jurisdiction.
9.1 This Agreement, all transactions executed hereunder and the legal relations between the parties shall be
governed and construed solely in accordance with the laws of the Commonwealth of Virginia, without
reference to its conflict of laws rules.

9.2 Except as set forth in Section 9.6, all disputes, claims or controversies arising out of or relating to this
Agreement or to the breach, interpretation, validity or Termination hereof shall be resolved in accordance
with Sections 9.3, 9.4, and 9.5

9.3 It is the intent and desire of the parties that all disputes, claims, and controversies which arise between the
parties relating to this Agreement be resolved in an amicable manner within thirty (30) days after either party
requests a meeting to effect resolution of a dispute. The parties shall in such period consult in good faith to
reach a just and equitable solution to such differences.

9.4 This Section intentionally deleted.

9.5 This Section intentionally deleted

9.6 Notwithstanding anything to the contrary stated herein, to the extent that an action in the nature of an
injunction, temporary restraining order or other similar emergency or equitable relief is required to enforce
the terms of Section 4.0, either party may, at its option, bring an action against the other party in any court of
competent jurisdiction in order to obtain prompt and effective relief.

9.7 The parties agree that should there be legal action under Section 9.6, that the prevailing party therein shall be
entitled to reasonable attorney’s fees and costs of suit incurred therein.

10.0 MISCELLANEOUS PROVISIONS

10.1 Notices. All notices or demands required hereunder shall be in writing and shall be delivered by certified
mail, return receipt requested; by facsimile; or an overnight express service (e.g., Federal Express, Airborne
Express, etc.), to one of the persons and addresses or facsimile numbers set forth below. Any notice or
demand mailed or faxed as aforesaid shall be deemed to have been delivered on the date of delivery or
refusal, as the case may be, set forth on the return receipt. Said notices shall be faxed or addressed as follows:

LRS
General Counsel
Levi, Ray & Shoup, Inc.
2401 West Monroe Street
Springfield, IL 62704
Fax: (217) 787-3286

LICENSEE
Mr. Bruce Kallas
Arlington County Employees’ Retirement System
2100 Clarendon Blvd, Suite 504
Arlington, Va. 22201
Fax: 1-703-228-3902

10.2 Severability. If any provision of this Agreement or the application of such provision to any Person or
circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to
Persons or circumstances, other than those as to which it is held invalid, shall not be affected unless such
invalidity would materially alter the party’s ability to perform or the intended essential purpose of this
Agreement. “Person” shall mean any natural person or corporation, partnership, trust, association,
governmental unit or any other type of entity.

10.3 Parties Bound. This Agreement shall be binding upon the parties hereto, their successors, assigns, and legal
representatives.

10.4 Final Agreement. This Agreement constitutes the complete, final and exclusive expression of the parties’
agreement, and it supersedes all proposals and other communications made between the parties concerning
the subject matter hereof. This Agreement cannot be modified except by a written agreement signed by all
the parties hereto.

10.5 Headings, Gender. All section headings contained in this Agreement are for convenience of reference only,
do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this
Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and
construed to include any other number, singular or plural, and any other gender, masculine, feminine, or
neuter, as the context requires. Further, reference to a section number ending in a zero, e.g., 5.0, shall be a
reference to all of the sections starting with the same number. For example, a reference to Section 5.0 is a
reference to Sections 5.1, 5.2, 5.3, and 5.4 as well.

10.6 Waiver. A waiver of a default of any term of this Agreement shall not be construed as a waiver of any
succeeding default or as a waiver of the provision itself. A party’s performance after the other party’s default
shall not be construed as a waiver of that default.

10.7 Assignment/Upgrade

10.7.1 Neither party may assign this Agreement without the prior permission of the other except to an
Affiliate, or where all or substantially all of the assets of a party are sold to, or merged or consolidated
with another company, or in the case of Licensor, where all or substantially all of the Base Software is
sold to another Person. Affiliate shall mean (a) a company or other business entity (Company) which
owns all or a controlling interest of a party as evidenced by ownership of a majority of the outstanding
shares entitled to vote for the election of directors of such party, or direct or indirect control over the
management of such party, or (b) a company or other business entity (Company) in which a party
owns all or a controlling interest as evidenced by either ownership of a majority of the outstanding
shares entitled to vote for the election of directors of such Company, or direct or indirect control over
the management of such Company. Any attempted assignment except as allowed above shall be void.
Nothing in this Agreement is intended to confer on any Person, other than the parties and their
successors, any rights or remedies under or by reason of this Agreement.

10.7.2 However, in the case of sale, merger, consolidation or assignment which results in more than a twenty
percent (20%) increase in the Licensee's participant's, an increase fee shall be due in an amount equal
to LRS's current license fees for the number of participants added or, if none, then a reasonable amount
to be determined by the parties.

10.8 Authorization. Each undersigned hereby represents and warrants that he or she has been duly authorized by his
or her respective corporation or business to enter into and execute this Agreement on its behalf.

In witness whereof, the parties hereto have signed this Agreement on the date set forth below.

**LICENSOR**

Levi, Ray & Shoup, Inc.

By: [Signature]

Title: [Position]

Date: 9/9/02

**LICENSEE**

ARLINGTON COUNTY VIRGINIA
EMPLOYEES' RETIREMENT SYSTEM

By: [Signature]

Title: [Position]

Date: 9/10/02

By: [Signature]

Title: [Position]

Date:

By: [Signature]

Title: [Position]

Date:
EXHIBIT 1.1 TO THE SOFTWARE LICENSE AGREEMENT
BASE SOFTWARE

PensionGold Software, Version 2 and Release 5

PensionGold Member Services on the Web Software, Version 1 and Release 1
Exhibit C

Escrow Agreement

MASTER SOURCE CODE ESCROW AGREEMENT

This Master Source Code Escrow Agreement ("Agreement") is made as of the 4th day of February, 2000, by and between LEVI, RAY & SHOUP, INC., whose principal office is located at 2401 West Monroe Street, Springfield, IL 62704 ("LRS"), and Illinois National Bank ("INB"), located at 322 East Capital Street, Springfield, IL 62701 ("Escrow Agent" or "INB").

WHEREAS, LRS desires to deliver to Escrow Agent a copy of the source code ("Source Code") for the computer software products to be identified by separate Addenda to this Agreement in substantially the form of Exhibit A ("Product(s)"); which LRS desires Escrow Agent to keep in its possession for delivery to certain third parties listed on Exhibit B ("Licensees") under certain circumstances; and

WHEREAS, Escrow Agent desires to act as custodian of the Source Code under the terms and conditions specified herein.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following.

1. **Delivery by LRS.** After execution of this Agreement, LRS shall deliver to Escrow Agent the current release and the immediately preceding release of the Source Code, completely documented and in machine and human readable forms ("Source Code Copy"). Thereafter, from time to time, LRS may deliver to Escrow Agent the Source Code Copy for new Products with Amendment(s) to Exhibit A identifying the new Product(s).

2. **Duplication; Updates; Changes.** Escrow Agent may duplicate the Source Code Copy by any means whenever necessary in order to comply with the terms and provisions of the Agreement, provided that the third party(ies) to whom a copy of the Source Code Copy is to be delivered pursuant to the terms hereof bear(s) the expense of duplication. LRS agrees to deposit with Escrow Agent any modifications, updates, new releases or documentation related to the Source Code Copy after the same becomes publicly available by delivering to Escrow Agent an updated version of the Source Code Copy approximately once every month to every quarter depending upon the software, along with an amendment to Exhibit A reflecting the new delivery. When LRS delivers an updated version of the Source Code Copy to Escrow Agent, Escrow Agent shall return to LRS the previous Source Code Copy in custody, if so requested by LRS.

3. **Right to Change Licensees.** LRS may update the Licensees to whom Escrow Agent is to deliver Source Code Copy under the certain circumstances set forth in this Agreement by delivering Amendment(s) to Exhibit B to Escrow Agent, which Amendments may add or delete Licensees covered by this Agreement and may be delivered in hard copy or diskette form.

4. **Delivery by Escrow Agent to Licensees.** Escrow Agent agrees that the Source Code Copy shall be held by it for delivery, under the terms and conditions hereinafter set forth, of a copy or copies thereof to one or more Licensees who have contracted separately with LRS, but only in the event that:

4.1 LRS notifies Escrow Agent in writing to effect such delivery by mail to a specific Licensee or Licensees at a specific address or addresses; or,
4.2 A Licensee listed on Exhibit B, as currently amended, notifies Escrow Agent in writing that LRS, or its successors, assigns or third party purchasers of the Product(s) in question (hereinafter "Successors") have ceased to provide maintenance and support for the Product(s) to all or substantially all Licensees of the Product(s) or have refused to enter into an Escrow Agreement similar to this Agreement for the Product(s) in question; and,

4.3 In the case of notice pursuant to paragraphs 4.2, Escrow Agent also receives from Licensee the following:

(a) written notification that LRS, or any of LRS' Successors have failed in material respects to support the applicable Product(s) as required by a valid and existing license agreement ("License Agreement") or maintenance agreement ("Maintenance Agreement") between Licensee and LRS or its Successors;

(b) written evidence that Licensee has paid all fees owed to LRS or its Successors required by any License and/or Maintenance Agreement entered into by Licensee and LRS or its Successors and that Licensee is currently entitled to receive maintenance services under said agreement(s);

(c) evidence satisfactory to Escrow Agent that Licensee has previously notified LRS or its Successors of such in writing;

(d) a written demand that the Source Code Copy for the applicable Product(s) be released and delivered to Licensee;

(e) a written undertaking from the Licensee that the copy of the Source Code Copy being supplied to the Licensee will be used only as permitted under the terms of the License Agreement and will be treated as a trade secret of LRS;

(f) specific instructions from the Licensee for this delivery; and

(g) and a statement that it shall pay Escrow Agent its reasonable costs incurred in compliance with Licensee's request.

4.4 In the event that the provisions of paragraphs 4.2 and 4.3 are met, Escrow Agent shall, within five (5) days of receipt of all of the items specified in paragraphs 4.2 and 4.3, send photostatic copy of all such documents received by it to LRS or any Successors' address previously given to it by LRS pursuant to Section 12.1. LRS or its Successors shall have forty-five (45) days from the date Escrow Agent shall have sent the documents to LRS or its Successors to send to Escrow Agent written notice of its objection to the release of a copy of the Source Code Copy and to request that the issue of the third party's entitlement to a copy of the Source Code Copy be submitted to arbitration in accordance with the provisions hereof.

(a) In the event that LRS or its Successors shall send such written notice to Escrow Agent within such time period, the matter shall be submitted to, and settled by arbitration by a panel of three (3) arbitrators chosen by the nearest Regional Office of the American Arbitration Association closest to Springfield, Illinois, in accordance with the rules of the American Arbitration Association. The arbitrators shall apply Illinois law and the arbitration shall take place in the
city of the Regional Office selecting the arbitrators or in such other city as agreed upon by the
parties to the arbitration. At least one (1) arbitrator shall be reasonably familiar with the
computer software industry. If there is arbitration, the Source Code shall not be released unless
each allegation or statement required by paragraphs 4.2 and 4.3 is determined to be true and
correct. The decision of the arbitrators shall be binding and conclusive on all parties involved,
and judgment upon their decision may be entered in any court having jurisdiction thereof. All
costs of the arbitration, including reasonable attorneys’ fees and costs incurred by the prevailing
party and Escrow Agent shall be paid by the non-prevailing party.

(b) If, within forty-five (45) days after mailing the items specified in paragraphs 4.2 and 4.3 to LRS
or its Successors, Escrow Agent has not received written notice of objection to the release of a
copy of the Source Code Copy and its request for arbitration, then Escrow Agent shall mail a
copy of the Source Code Copy to the third party in accordance with the instructions specified in
paragraph 4.3 (f).

5. **Trade Secrets.** Escrow Agent acknowledges and agrees that the Source Code, its documentation and
all copies thereof are LRS’ exclusive property, constitute valuable “trade secrets”, as that term is
defined pursuant to Section 2(d) of the Illinois Trade Secrets Act (765 ILCS 1065/2(d)), and are
protected by federal and international copyright laws and treaties. Escrow Agent agrees to hold the
Source Code Copy in the strictest of confidence, protect it the same way it protects its own trade
secrets and shall not make it available to any person or entity except as specifically provided in this
Agreement. Finally, Escrow Agent acknowledges that electromagnetic fields will damage the
machine readable tapes being deposited with it, as will extreme changes in temperature and
humidity.

6. **Liability.** Except for actual fraud, gross negligence or intentional misconduct, Escrow Agent shall
not be liable to LRS or to any party claiming beneficiary status under this Agreement for any act, or
failure to act, by Escrow Agent in connection with this Agreement.

7. **Indemnity.** LRS and any party claiming beneficiary status under this Agreement hereby agree to
indemnify and hold harmless Escrow Agent and each of its directors, officers, and stockholders,
absolutely and forever, and from and against any and all claims, actions, damages, suits, liabilities,
obligations, costs, fees, charges, and any other expenses whatsoever, including legal fees, that may
be asserted against Escrow Agent or any of its directors, officers, or stockholders with respect to any
act, except as otherwise provided in Section 6.

8. **Disputes and Interpleader.** In the event of any dispute between LRS and any third party claiming
beneficiary status under this Agreement relating to delivery of a copy of the Source Code Copy by
Escrow Agent or to any other matter covered by this Agreement, Escrow Agent may submit the
matter to any court of competent jurisdiction in an interpleader or similar action. Any and all costs
incurred by Escrow Agent in connection therewith shall be borne by the third party seeking a copy of
the Source Code Copy. Without limiting the generality of the foregoing, if Escrow Agent shall be
uncertain as to its duties or rights hereunder, shall receive any notice, advice, schedule, report,
certificate, direction or other document from any person or entity with respect to the Source Code
Copy, that, in the opinion of the Escrow Agent is in conflict with any of the provisions of this
Agreement, or shall be advised that a dispute has arisen with respect to the ownership or right of
possession of the Source Code Copy or any part thereof, Escrow Agent shall be entitled, without
liability to anyone, to refrain from taking any action other than to exercise its best efforts to keep
safely the Source Code Copy until Escrow Agent shall be directed otherwise in writing by an order.
degree, or judgment of a court of competent jurisdiction that is then finally affirmed on appeal or that by the lapse of time or otherwise is no longer subject to appeal, but Escrow Agent shall be under no duty to institute or defend any such proceeding.

9. **Bankruptcy.** LRS and Licensee acknowledge that this Agreement is an “agreement supplementary to” the License Agreement as provided in Section 365 (n) of Title 11, United States Code (the “Bankruptcy Code”). LRS acknowledges that if LRS, as a debtor in possession or a trustee in Bankruptcy in a case under the Bankruptcy Code, rejects the License Agreement or this Agreement, Licensee may elect to retain its rights under the License Agreement and this Agreement as provided in Section 365 (n) of the Bankruptcy Code. Upon written request of Licensee to LRS or the Bankruptcy Trustee, LRS or such Bankruptcy Trustee shall not interfere with the rights of Licensee as provided in the License Agreement and this Agreement, including the right to obtain the Source Material from Escrow Agent.

10. **Termination and Payment.** The term of this Agreement shall be concurrent with the License and Maintenance Agreements of the Licensees. Notwithstanding the foregoing, either party may terminate this Agreement if it gives the other party written notice thereof ninety (90) days in advance, provided that if terminated by LRS, LRS must escrow the Source Code Copy with another escrow agent within thirty (30) days. LRS shall pay Escrow Agent fees in accordance with Exhibit C as compensation for Escrow Agent’s services under this Agreement. In the event of non-payment of any fees due hereunder by LRS, Escrow Agent shall give notice of such non-payment to the Licensees and LRS. In such an event, the Licensees, within ten (10) days of receipt of notice from Escrow Agent, shall have the right to enter into an individual escrow agreement for the applicable Product(s) upon substantially the same terms as this Agreement and upon the payment of the Escrow Agent’s standard charges therefor. In any event, this Agreement may not be terminated for non-payment prior to one hundred (100) days after Escrow Agent has sent notice of non-payment to Licensees. Upon such termination, all Source Code Copies, except for those necessary to maintain the individual escrow agreements as provided for herein, shall be returned to LRS. Nothing herein shall be construed to allow the Licensee to ever use the Source Code Copy in contravention of its License and for any other purpose other than to support its copy of the software.

11. **Verification.** Upon receipt of a written request from any Licensee, Escrow Agent is hereby authorized to verify the contents of Exhibits A and B, as they are applicable to the requesting Licensee.

12. **Miscellaneous Provisions.**

12.1 **Notices.** All notices and demands required or permitted under this Agreement shall be in writing and may be delivered personally to one of the persons set forth below, sent by registered or certified mail, postage prepaid, or by overnight express service, e.g. Federal Express, Airborne Express, etc., to one of the persons or entities and addresses set forth below. Any notice or demand mailed as aforesaid shall be deemed to have been delivered on the date of delivery or refusal, as the case may be, set forth on the return receipt. Said notices shall be delivered or addressed as follows:
LEVI, RAY & SHOUP, INC.
Mr. Richard Levi, President
Levi, Ray & Shoup, Inc.
2401 West Monroe Street
Springfield, IL 62704

INB
Attn: Trust Department
322 East Capital Street
Springfield, IL 62701

or to such other address and to the attention of such other person as either party may designate to the other in writing.

12.2 **Severability.** If any provision of this Agreement or the application of such provision to any person, entity or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances, other than those as to which it is held invalid, shall not be affected.

12.3 **Parties Bound.** This Agreement shall be binding upon the parties hereto, their successors, heirs, devisees, assigns, legal representatives, executors and administrators.

12.4 **LRS' Right to Assign.** The parties agree that LRS, with or without Escrow Agent’s permission and without further consideration to the Escrow Agent, may assign its rights and obligations hereunder to a third party upon notice to Escrow Agent as provided for in paragraph 12.1.

12.5 **Applicable Law.** This Agreement shall be governed by the laws of the State of Illinois.

12.6 **Headings.** The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision.

12.7 **Final Agreement.** This Agreement constitutes the complete, final and exclusive expression of the parties' agreement, and it supersedes all proposals and other communications made between the parties concerning the subject matter hereof. This Agreement cannot be modified except by written agreement signed by all the parties hereto. However, notwithstanding anything to the contrary in the previous sentence, LRS may amend Exhibits A and B by signing and sending such amendment(s) in the manner provided in Section 12.1.
IN WITNESS WHEREOF, both parties have executed this Agreement in duplicate originals on the date first written above.

LEVY, RAY & SHOUP, INC.,
Illinois corporation
("LRS")

By its: _____________________________

ATTEST: _____________________________

By its: _____________________________

ILLOIS NATIONAL BANK,
("Escrow Agent")

By its: _____________________________

ATTEST: _____________________________

By its: _____________________________
Exhibit D

PensionGold Problem Resolution Table

The Problem Resolution Table below describes the various priority levels and resolution time frames associated with the PensionGold related support tasks. The Priority Code will be mutually established between Contractor and County. Contractor agrees to take all reasonable steps necessary to resolve all PensionGold related support tasks according to this table. An Escalation Procedure is found in Section 4.2.1 of the main Agreement.

<table>
<thead>
<tr>
<th>Error Priority</th>
<th>Contractor Acknowledgement Time Frame</th>
<th>Contractor Response Time Frame (not greater than)</th>
<th>Problem Closure Time Frame</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency(1)</td>
<td>1 Day</td>
<td>2 Days</td>
<td>180 Days</td>
</tr>
<tr>
<td>Critical (2)</td>
<td>1 Day</td>
<td>20 Days</td>
<td>180 Days</td>
</tr>
<tr>
<td>Non-critical (3 or 4)</td>
<td>2 Days</td>
<td>45 Days</td>
<td>Next Appropriate Release</td>
</tr>
<tr>
<td>New Feature Suggestion (5)</td>
<td>10 Days</td>
<td>90 Days</td>
<td>Next Appropriate Release</td>
</tr>
</tbody>
</table>

Definitions:

Error Priority

1. **Emergency Problem**: A major system or module failure (e.g. inability to accurately process retirement checks, errors causing system crash or data loss or corruption) that does not have a viable detour or work around available. Problem tracking priority 1.

2. **Critical Problem**: Failure (i.e. loss of functionality), less serious than an Emergency Problem, causing serious inconvenience to users (e.g. system failure with a viable, but inconvenient, work around). Problem tracking priority 2.

3. **Non-critical Problem**: All problems other than Emergency or Critical Problems. Problem tracking priority 3-4.

4. **New Feature Suggestion**: A request for new functionality in existing Software. These requests will be treated according to Section 7.0 of the Maintenance and Support Agreement.

Contractor Acknowledgment Time Frame

1. **Days**: Between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday current U.S. Central Time, excluding Contractor holidays. Contractor Response Time Frame begins at problem notification.

2. **All Priority Types**: Acknowledgment will consist of notification to County of Contractor' plan to achieve response and closure. Contractor reserves the right to adjust the priority type after discussing the problem with the client and determining an initial resolution.

3. **Payroll Processing Emergencies**: See Section 4.1 of the Agreement.

Contractor Response Time Frame

1. **Day**: Between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday current U.S. Central Time, excluding Contractor holidays. Contractor Response Time Frame begins at problem notification.

2. **Emergency**: Response consists of the completion of all activities necessary to resolve a problem occurrence and, if appropriate, target a Release for Closure. A
problem response will be one of the following:
- A work around/detour
- Software correction/fix
- Notification of a non-PensionGold problem (e.g. user error, works as
designed, etc.)
- Notification of a Non-emergency problem which will not be solved.

3. **Critical**: Response consists of the completion of all activities necessary to resolve a
problem occurrence and, if appropriate, target a Release for Closure. A problem
response will be one of the following:
- A work around/detour
- Software correction/fix
- Notification of a non-PensionGold problem (e.g. user error, works as
designed, etc.)
- Notification of a Non-critical problem which will not be solved.

4. **Non-critical**: Response consists of the completion of all activities necessary to
resolve a problem occurrence and, if appropriate, target a Release for Closure. A problem
response will be one of the following:
- A work around/detour
- Software correction/fix
- A commitment for the next available Release
- Notification of a non-PensionGold problem (e.g. user error, works as
designed, etc.)
- Notification of a Non-critical problem which will not be solved.

5. **New Feature Suggestion**: Response consists of one of the following:
- Notification that such feature will be added to the existing Software and
commitment of next available release
- Notification that such feature will be added to the existing Software as an
Additional Service as defined in Section 1.1 of the Maintenance and
Support Agreement
- Notification that the suggested feature has been considered and determined
not to become a part of the existing Software.

**Problem Closure Time Frame**

1. **Day**: Between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday current
U.S. Central Time, excluding Contractor holidays. Contractor Response Time Frame
begins at problem notification.

2. **Emergency, Critical and Non-critical**: Closure consists of providing a final
correction of the problem including revised Software and/or documentation as
necessary.

3. **New Feature Suggestion**: Closure consists of:
- New Release of the Software including the suggested feature
- Notification that the suggested feature has been considered and determined
not to become a part of the existing Software.
Exhibit F

County Tax Exempt Certificate

COMMONWEALTH OF VIRGINIA
SALES AND USE TAX CERTIFICATE OF EXEMPTION

For use by the Commonwealth of Virginia, a political subdivision of the Commonwealth of Virginia, or the United States.

To: [Name]
Address: [Address]

Date: [Date]

The Virginia Retail Sales and Use Tax Act provides that the Virginia sales and use tax shall not apply to tangible personal property for use in connection with the conduct of any public or charitable work of the United States, or to the United States. (This exemption does not apply to sales or leases to property owned, financed, and otherwise actively owned and operated by the United States.)

The undersigned, [Name], hereby certifies that all tangible personal property purchased or leased from the above dealer on and after this date will be used for consumption by a government agency, that each such purchase or lease will be reported by the authorized official purchaser, and that such tangible personal property will be placed out of public hands. (Check appropriate box(es).)

☐ 1. Tangible personal property for use in connection with the Commonwealth of Virginia.
☐ 2. Tangible personal property for use in connection by a political subdivision of the Commonwealth of Virginia.
☐ 3. Tangible personal property and tangible services for use or consumption by the United States.

[Name]
Arlington County Government

Purchasing Office, Room 520, 900 Crystal Drive, Arlington, VA 22202

I certify that the information in this Certificate of Exemption is true and complete, to the best of my knowledge and belief, is true and correct, made in good faith, pursuant to the Virginia Retail Sales and Use Tax Act.

[Signature]
Purchasing Agent

Information for Blockchain: A dealer is required to have on file only one Certificate of Exemption property purchased by the governmental agency, having at least one exempt tangible personal property under this Certificate.

[Identification Number]

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Addendum to
Software License Agreement and
Software Maintenance and Support Agreement

This document is an Addendum to the Software License Agreement ("License Agreement") dated on or about September 10, 2002, and the Software Maintenance and Support Agreement ("Maintenance Agreement") dated on or about September 10, 2002, between the Arlington County Virginia Employees' Retirement System ("Licensee") and Levi, Ray and Shoup, Inc. ("Licensor") and shall be effective as of the latest date set forth below ("Addendum Effective Date").

Licensor and Licensee hereby agree as follows:

1. Licensor will provide to Licensee the PensionGold Electronic Document Management Module ("EDM Module") and the documentation related to the EDM Module.

2. Licensor and Licensee agree that the EDM Module and related documentation shall be "Base Software" and "Documentation" licensed by Licensor to Licensee under the License Agreement and that the rights and obligations of the parties concerning the EDM Module and related documentation shall be governed in all respects by the terms and conditions of the License Agreement.

3. Licensor and Licensee further agree that maintenance and support for the EDM Module shall be pursuant to the Maintenance Agreement and that the rights and obligations of the parties concerning maintenance and support for the EDM Module shall be governed in all respects by the terms and conditions of the Maintenance Agreement.

4. Licensee agrees to pay a fixed fee of $25,000.00 for the EDM Module, inclusive of maintenance and support services for a period of one year from the Addendum Effective Date. Payment of the $25,000.00 shall be made within thirty days of receipt of invoice.

5. The first annual maintenance fee is included in the fixed fee set forth above. Thereafter, the annual maintenance fee for the EDM Module shall be $4,200.00. Licensor shall make the necessary pro-rations so that the annual maintenance fees for the EDM Module are due and payable annually on the same Maintenance Due Date as all other licensed Software. The annual maintenance fees for the EDM Module shall be added to and included with the annual maintenance fee for all of the Software governed by the Maintenance Agreement and shall be subject to annual increases as set forth in the Maintenance Agreement.

6. Licensee or its agent, and not Licensor, shall be responsible for implementing the interface (Sysinterface) between the EDM Module and the imaging software used by Licensee. Upon Licensee's request, Licensor will provide consulting services relating to such implementation on a time and materials basis at the hourly rate of $175.00.
7. All capitalized terms shall have the same meaning as set forth in the License Agreement unless otherwise defined herein.

8. Should the terms and conditions of this Addendum conflict with the terms and conditions of the License Agreement and/or the Maintenance Agreement, the terms and conditions of this Addendum shall control and prevail. In all other respects, the License Agreement and the Maintenance Agreement, as amended herein, remain in full force and effect.

IN WITNESS WHEREOF, each of the parties has executed this Addendum.

**LICENSOR**

**LEVI, RAY & SHOUP, INC.**

By: [Signature]

Its: [Signature]

Date: 6/30/04

**LICENSEE**

**ARLINGTON COUNTY VIRGINIA EMPLOYEES' RETIREMENT SYSTEM**

By: [Signature]

Its: Executive Director

Date: 6/4/04