NOTICE OF AWARD OF CONTRACT

TO: AMERICAN CADASTRE LLC (dba) AMCAD
13650 DULLES TECHNOLOGY DR.
SUITE 400
HERNION, VA 20171

DATE ISSUED: MARCH 21, 2014
CURRENT CONTRACT NO: 703-13
CONTRACT TITLE: LAND RECORD MANAGEMENT

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 in accordance with the response submitted by you on AUGUST 29, 2013. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on MARCH 30, 2018.

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 703-13 and the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING:
1) REFER TO AGREEMENT 703-13

ATTACHMENTS:
AGREEMENT NO. 703-13

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

VENDOR CONTACT: EDWARD BERKOWITZ
TELEPHONE NO.: 703-787-7775
VENDOR EMAIL: eberkowitz@amcad.com
FAX NUMBER: 703-787-7710
COUNTY CONTACT: KERRY GRAY
TELEPHONE NO.: 703-228-3374
COUNTY EMAIL: kgray@arlingtonva.us

CONTRACT AUTHORIZATION

3/21/14

DISTRIBUTION

BID FOLDER: 1

Ivette Gonzalez, CFPB
Procurement Officer
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201

AGREEMENT NO. 703-13

THIS AGREEMENT (this "Agreement") is made, on the date of execution by the County, between American Cadastre LLC (dba) AMCAD, 13650 Dulles Technology Drive, Suite 400, Herndon VA 20171 ("Contractor") a Virginia Limited Liability Company authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County").

RECITALS

A. This Agreement is intended to establish the terms, conditions and contracting procedures under which the Contractor may license certain software programs and perform related services for the County from time to time.

B. The County and the Contractor Intend for this Agreement and the other Contract Documents (as defined below) to set forth suitable requirements for assuring that the licenses granted and services performed, and all related deliverables, will be satisfactory to County and will comply with all applicable requirements of law.

The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of:

- Agreement No. 703-13, and all modifications properly incorporated into this Agreement
- Exhibit A – Pricing
- Exhibit B – Software Maintenance and Update Agreement
- Exhibit C – Statement of Work for Phase I and Phase II
- Exhibit D – Nondisclosure and Data Security Agreement
- Exhibit E – Escrow Agreement

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the Contract Documents shall be interpreted in accordance with the order set forth in Section 57.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties’ agreement which is not contained in the Contract Documents.

ORDER OF PRECEDENCE

In the event of any inconsistency or conflict between the provisions that constitute this Agreement, the following order of precedence shall apply:

- Agreement No. 703-13
- Exhibit A – Pricing
- Exhibit B – Software Maintenance and Update Agreement
- Exhibit C – Statement of Work for Phase I and Phase II
- Exhibit D – Nondisclosure and Data Security Agreement
- Exhibit E – Escrow Agreement
2. LICENSES

a. **Grant.** In consideration of the license fees set forth in Exhibit A, and subject to the County’s compliance with the terms of this Agreement, the Contractor hereby grants to the County, for the duration of the License Term (as defined below), a perpetual, non-exclusive and non-transferable license to use and make available licenses to the following software (collectively, the “Software”):

   - AILISCO – 20 installed licenses
   - AILIS Public Access – 10 installed licenses
   - ACCEPT OTC Credit Card Processing
   - Rapid Online Access Method (ROAM) – Unlimited

b. **Restrictions on Use:**
   
   i. The County shall use the Software only on the computer equipment at the County’s prime and remote sites.
   
   ii. The County agrees to use the Software only for the County’s own business.
   
   iii. The County shall not (i) permit any parent, subsidiaries, affiliated entities or third parties, except for permitted end-users, to use the, (ii) process or permit to be processed the data of any other party, (iii) use the Software in the operation of a service bureau, or (iv) allow access to the Software through any terminals located outside of the County’s prime and remote sites, except as utilized for Internet access to public records.
   
   iv. Except as otherwise provided by this Agreement, the County shall not sell, license, publish, display, distribute, or otherwise transfer to a third party the Software or any copy thereof, in whole or in part, without the Contractor’s prior written consent.

c. **License Term.** The term of the license (the “License Term”) shall be for so long as the County uses the Software for its intended purpose; however, in no event shall this license(s) survive or extend beyond termination or cancellation of this Agreement, or the defined length of term set forth in the Software Maintenance and Update Agreement attached hereto as Exhibit B.

d. **Escrow of Source Code.** The Contractor shall, within thirty (30) days of its execution of this Agreement, provide evidence that it has deposited a copy of the source code of each component of the Software with an escrow agent acceptable to the County. Documentation provided to the escrow agent must obligate the escrow agent to make a copy of the source code available to the County as described below. The source code held in escrow will be updated by Contractor immediately upon each new release of the Software.

In the event any proceeding in receivership, liquidation, bankruptcy or insolvency is commenced against the Contractor, or if the Contractor makes any assignment for the benefit of its creditors, becomes insolvent, ceases to do business as an ongoing concern or seeks any arrangement of compromise with its creditors under any statute or otherwise, or is otherwise in breach of this Agreement, the County will, upon payment of the duplication cost and other reasonable handling charges of the escrow agent, be entitled to receive a copy of the source code from the escrow agent. The County agrees that it will only use the copy of the source code internally to support the Software. The escrow agent’s only responsibility will be to use its good faith efforts to cause a copy of the source code, in a form delivered to it by the Contractor, to be delivered to the County within five (5) days when one or more of the events listed above occurs. If a copy of the source code is released by the escrow agent to the County, the County shall contemporaneously receive a perpetual paid-up license to the source code, with free and clear title, interest, ownership and possession of all configurations and site specific source code. The escrow agreement shall generally conform to Exhibit E.

e. **Copies.** The County, solely to enable it to use the Software, may make one archival copy of the Software’s computer program, provided that the copy shall include the Contractor’s copyright and any other proprietary notices. The Software delivered by the Contractor to the County and the archival copy shall be stored at the County’s prime site. County shall have no other right to copy, in whole or in part, the Software. Any copy of the Software made by County is the exclusive property of Contractor.
f. **Modifications, Reverse Engineering.** County agrees that only Contractor shall have the right to alter, maintain, enhance or otherwise modify the Software. County shall not disassemble, decompile or reverse engineer the Software’s computer program.

g. **Software Maintenance and Updates.** Contractor shall provide the maintenance services to County set forth in Exhibit B.

h. **Ownership.** County and Contractor agree that Contractor owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Software ("Contractor Property").

Except for any and all Contractor Property included or incorporated in any deliverable delivered or produced by Contractor pursuant to this Agreement (the “Deliverables”), ownership of and all right, title and interest in and to the Deliverables shall belong to County, and Contractor hereby assigns to County all such rights.

3. **SCOPE OF WORK**

The Contractor agrees to perform the services and deliver the Deliverables described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to implement a Land Records Management System. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

4. **CONTRACT TERM**

The Work shall commence upon the execution of this Agreement by the County and shall be completed no later than March 30, 2018 (Contract Term), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No Work shall be deemed complete until it is accepted by the Project Officer.

5. **CONTRACT AMOUNT**

The County will pay the Contractor in accordance with the terms of the Payment paragraph below and as set forth in Exhibit A for the Contractor’s completion of the Work described and required in the Contract Documents. The Contractor agrees that it shall complete the Work for the total amount specified in this section ("Contract Amount") unless such amount is modified as provided in this Agreement.

6. **PAYMENT**

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an Invoice for work done which is reasonable and allocable to the Contract and which has been performed to the satisfaction of the Project Officer. Amounts on Invoices shall not include amounts allocated to tasks (as shown in Exhibit C) on which no work has been done. The Project Officer will either approve the Invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all Invoices.

7. **PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Clerk of the Arlington Circuit Court. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

8. **ADJUSTMENTS FOR CHANGE IN SCOPE**

The County may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the work or that the
Contractor's services have been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to this Agreement signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the Work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis thereof and documentation supporting the claimed amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written contract amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided pursuant to the amendment.

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

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

10. COMPLETION, DELIVERY AND ACCEPTANCE
County shall review the Software and any Deliverable to be provided by Contractor to Customer under this Agreement and identified in Exhibit C to determine whether these meet the criteria mutually agreed upon by the parties based upon the requirements set forth in the Request for Proposal (the "Acceptance Criteria"). The acceptance test period for the Software and each Deliverable shall be sixty (60) calendar days (the "Acceptance Test Period"). The Acceptance Test Period for the Software and each Deliverable will begin when Contractor has delivered the relevant item to County and notified County that it is "ready for acceptance." After Contractor's delivery of any item, County shall, before the expiry of the Acceptance Test Period, test the Software or Deliverable using such standards as are mutually agreed upon in writing, to determine whether such Deliverable meets the Acceptance Criteria.

Acceptance, in respect to the Software and each Deliverable, occurs when County delivers a written notice to such effect to Contractor as contemplated below ("Acceptance"). Customer shall not make available the Software or any Deliverable to its end-users until County provides Contractor with the notice contemplated by this Section 10.

After County has completed the testing described in this Section 10, acting diligently, County shall notify Contractor in writing promptly: (i) to the extent the Acceptance Criteria is met, that the Software or Deliverable, as applicable, meets the Acceptance Criteria and Acceptance of such item has occurred; or (ii) to the extent the Acceptance Criteria is not met, that the Acceptance Criteria has not been met in respect of such item of the Software or a Deliverable, with an exception report describing the nonconformity in reasonable detail (the "Exception Report").

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

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

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

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

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

12. NON-APPROPRIATION
All funds for payments by the County to the Contractor pursuant to this Agreement are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia 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 Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Agreement is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination specified in the County's written notice.

13. COUNTY PURCHASE ORDER REQUIREMENT
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

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14. **PROJECT STAFF**
The County will, throughout the Initial Contract Term and any Subsequent Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors pursuant to this section, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

15. **REIMBURSABLE TRAVEL-RELATED EXPENSES**
No reimbursable travel-related expenses shall be allowed for employees of Contractor located within the greater Baltimore-Washington Metropolitan Area, as defined by the United States Office of Management and Budget. Contractor shall obtain County's prior approval for any travel-related expenses for employees of Contractor located outside the greater Baltimore-Washington Metropolitan Area.

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

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

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

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

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

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

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

18. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**
In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Agreement for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

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

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor 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.

20. SAFETY
The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health. Including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

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

The Contractor shall identify to the County Project Officer at least one (1) on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with and trained in policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

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

21. WARRANTY
The Contractor warrants to furnish the services described herein at the times and places and in the manner and subject to the conditions set forth. The Contractor shall enter upon and complete the performance of services with all due diligence and dispatch and shall exercise the highest degree of skill and competence.

22. UNSATISFACTORY WORK
If any of the work done, or material or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work or material or equipment and replace the same with work or material or equipment satisfactory to the County and, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected work or material or
equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the Initial Contract Term, any Subsequent Contract Term, and during any warranty or guarantee period. The County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract. If the Project Officer and the County deem it expedient not to require correction or replacement of the work which has not been done in accordance with the Contract, an appropriate adjustment to the Contract Amount may be made therefore.

23. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE
This Agreement shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all of the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Agreement sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of this Agreement takes effect (“Cure Period”). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, this Agreement may be terminated for the Contractor’s failure to provide satisfactory Agreement performance. Upon such termination, the Contractor may apply for compensation for Agreement services satisfactorily performed by the Contractor, allocable to this Agreement and accepted by the County prior to such termination unless otherwise barred by this Agreement (“Termination Costs”). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

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

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Agreement to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Agreement or by law, including, and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under this Agreement and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, 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 subcontractors and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

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

The performance of work under this Agreement may be terminated by the County's 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 forty-five (45) days before the date of termination, specifying the extent to which performance of the work under this Agreement is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Agreement services satisfactorily performed by the Contractor and allocable to this Agreement and accepted by the County prior to such termination and any other reasonable 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 designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

25. **INDEMNIFICATION** (NOTE: Virginia Law does not permit the County to indemnify others, cross indemnity provisions are not acceptable to the County)

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

26. **INTELLECTUAL PROPERTY INDENMIFICATION**

The Contractor warrants and guarantees that no Intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorney's fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.
27. **DATA SECURITY AND PROTECTION**

The Contractor shall hold County Information in the strictest confidence and comply with all applicable County security and network resources policies as well as all local, state and federal laws or regulatory requirements concerning data privacy and security. The Contractor shall develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted County Information received from, created or maintained on behalf of the County and strictly control access to County Information. For purposes of this provision, and as more fully described in this Agreement and the County’s Non-Disclosure and Data Security Agreement (NDA), “County Information” (also referred to as “County Data” or “data”) includes, but is not limited to, electronic information, documents, data, images, and records including, but not limited to, financial records, personally identifiable information, Personal Health Information (PHI), personnel, educational, voting, registration, tax or assessment records, information related to public safety, County networked resources, and County databases, software and security measures which is created, maintained, transmitted or accessed to perform the work under this Contract.

(a) **County’s Non-Disclosure and Data Security Agreement (NDA).** The Contractor shall require that an authorized Contractor designee, and all key employees, agents or subcontractors working on-site at County facilities or otherwise performing non-incidental work under this Contract, sign the NDA (attached as an Exhibit hereto) prior to performing any work or permitting access to County networked resources, application systems or databases under this Contract. A copy of the signed NDAs shall be available to the County Project Officer upon request.

(b) **Use of Data.** The Contractor shall ensure that the use, distribution, disclosure or access (“use”) to County Information and County networked resources shall not occur in an unauthorized manner. Use of County Information for other than as specifically outlined in this Agreement is strictly prohibited, unless such other use is agreed to in writing by the parties. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of County Information and any non-compliance with this DATA SECURITY AND PROTECTION provision or any NDA.

(c) **Data Protection.** The Contractor agrees that it will protect the County’s Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data, proprietary and/or confidential information. The Contractor shall provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan/s. The Contractor shall provide, if requested by the County, on an annual basis, results of an Internal Information Security Risk Assessment provided by an outside firm.

(d) **Data Sharing.** Except as otherwise specifically provided for in this Contract, the Contractor agrees that it shall not share, disclosure, sell or grant access to County Information to any third party without the express written authorization of the County’s Chief Information Security Officer or designee.

(e) **Security Requirements.** The Contractor shall maintain the most up to date anti-virus, industry accepted firewalls and/or other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store County Data into hard drives must provide data at rest encryption. Significant deviation from these standards must be approved by the County’s Chief Information Security Officer or designee. The downloading of County Information onto laptops or other portable storage medium is prohibited without the express written authorization of the County’s Chief Information Security Officer or designee.

(f) **Data Protection Upon Conclusion of Contract.** Upon termination, cancellation, expiration or other conclusion of this Contract, the Contractor shall return all County Information to the County unless the County requests that such data be destroyed. This provision shall also apply to all County Information.
that is in the possession of subcontractors or agents of the Contractor. The Contractor shall complete such return or destruction not less than thirty (30) days after the conclusion of this Agreement and shall certify completion of this task, in writing, to the County Project Officer.

(g) Notification of Security Incidents. The Contractor agrees to notify the County Chief Information Officer and County Project Officer within twenty-four (24) hours of the discovery of any unintended access to, use or disclosure of County Information.

(h) Subcontractors. To the extent the use of subcontractors is permitted under this Contract, the requirements of this entire section shall be incorporated into any subcontractor agreement entered into by the Contractor and any data sharing shall be compliant with these security and protection requirements and the NDA. In the event of data sharing, subcontractors shall provide to the Contractor a copy of their data security policy and procedures for securing County Information and a copy of their disaster recovery plan/s.

The County agrees that the Contractor’s software contains proprietary information, including trade secrets; know-how and confidential information are the exclusive property of the Contractor. During the period that this Agreement and the Contract Documents are in effect and at all times after termination, the County and its employees and agents shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by this Agreement and the Contract Documents. The County shall not disclose any such proprietary information concerning the software, including any flow charts, logic diagrams, user manuals and screens, to persons not an employee or contractor of the County without the prior written consent of the Contractor.

The Contractor acknowledges that the County is a governmental entity and as such is subject to regulations governing public information. The County will notify the Contractor in the event a request for information may conflict with the terms cited herein. Nevertheless, the County will release information in accordance with the then prevailing laws governing such matters. Compliance by the County with public information laws shall not constitute a breach of this Agreement.

28. ETHICS IN PUBLIC CONTRACTING
This Agreement incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

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

30. FORCE MAJEURE
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract Documents if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor’s then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

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

31. **AUTHORITY TO TRANSACT BUSINESS**
The Contractor shall pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of the County.

32. **RELATION TO COUNTY**
The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

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

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

When submitting documents to the County, the Contractor shall comply with the following guidelines:

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

35. **AUDIT** The Contractor shall secure an independent certified public accountant's audit of its finances and program operation after the close of each calendar year (December 31), and shall forward to the County the findings of such audit in whole, including the management letter or other ancillary audit components, and permit the County to make such review of the records of the Contractor as may be deemed necessary by the County to satisfy audit purposes. In instances where a management letter was not prepared as an audit function, the Contractor must so certify in writing to the County at the time the audit report is submitted. All accounts of the Contractor are subject to such audit, regardless whether the funds are used exclusively for specific program activities or mingled with funds for other agency activities.
The Contractor agrees to retain all books, records and other documents related to this Agreement for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term and any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

At any time during the term of this Agreement and for a period of one (1) year thereafter, the Contractor shall reserve the right to perform periodic audits of the number of installed licenses. If Contractor does not have access to the production system, Contractor will request access to the production system prior to auditing the system. The County agrees to provide production access for the purpose of auditing the license count within four (4) business hours of the request. Should Contractor determine that the number of installed licenses exceeds the contracted number of installed licenses, Contractor will provide an invoice for the additional licenses at the price agreed upon in the contract. The County agrees to uninstall any additional licenses above and beyond the contracted number of installed licenses until such time that Contractor is received payment for said licenses.

36. ASSIGNMENT
The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County, which shall not be unreasonably withheld.

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

38. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

39. DISPUTE RESOLUTION
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of 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 first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

40. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION
This Agreement and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

41. ARBITRATION
It is expressly agreed that nothing under this Agreement shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.
42. NONEXCLUSIVITY OF REMEDIES
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.

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

44. SEVERABILITY
The sections, paragraphs, sentences, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

45. 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.

46. SURVIVAL OF TERMS
In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Agreement also survive: INDEMNIFICATION; RELATION TO COUNTY; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; AND DATA SECURITY AND PROTECTION.

47. HEADINGS
The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or a limitation on the scope of the particular section to which the heading precedes.

48. AMBIGUITIES
Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

49. NOTICES
Unless otherwise provided herein, all notices and other communications required by this Agreement shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:
Edward Berkowitz – Executive Vice President
13650 Dulles Technology Drive, Suite 400
Herndon VA 20717

TO THE COUNTY:
Judy Wheat, Chief Deputy Clerk
Arlington Circuit Court
1425 N. Courthouse Road, Suite 6200
Arlington, Virginia 22201
AND
Richard D. Warren, Jr., Purchasing Agent Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

50. **LIMITATION ON LIABILITY**

Except for cases involving personal injury, death or intellectual property infringement, in no event shall contractor or its suppliers be liable to County for any special, indirect, incidental or consequential damages, arising out of or in connection with the use or performance of the software or services, including without limitation, loss of profits, business, data, goodwill or anticipated savings, even if advised of the possibility of those damages. In no event will Contractor’s aggregate liability for direct damages to property or person (whether in one instance or a series of instances) exceed the limits of any insurance maintained by contractor for such liability.

51. **NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

52. **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 Agreement and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Agreement or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The minimum insurance coverage shall be:

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

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

c. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of $1,000,000.

e. Crime Policy (Employee Dishonesty) - $500,000 Limit

f. Miscellaneous E&O - $1,000,000 per occurrence/claim

g. Umbrella/Excess Liability - $1,000,000 Bodily Injury, Property Damage and Personal Injury

f. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.
Cancellation - All insurance policies required by this Agreement shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

h. Any insurance coverage that is placed as a “claims made” policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

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

The Contractor must disclose the amount of any deductible or self-insurance component applicable to the General Liability, Automobile Liability, Professional Liability or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

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

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy of the insurance funding.

This Agreement consists of this cover page (the "Cover Page") and the attached terms and conditions 1 through 56, and the exhibits attached hereto, and constitute the entire agreement between the parties for the subject matter hereof and supersedes all prior arrangements, agreements, representations and undertakings written or oral. This Agreement may not be changed or modified except by a written instrument duly executed by each of the parties hereto.
EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR BY LAW, THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED.

AGREED AND ACCEPTED:

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZER SIGNATURE: [Signature]
NAME AND RICHARD D. WARREN, JR. TITLE: PURCHASING AGENT
DATE: 9/21/14

AMERICAN CADASTRE, LLC (DBA AMCAD)

AUTHORIZED SIGNATURE: [Signature]
NAME AND EDWARD BERKOWITZ TITLE: EXECUTIVE VICE PRESIDENT
DATE: 3-20-14
## AGREEMENT NO. 703-13

**EXHIBIT A**

Arlington County AMCAD® PRICING PHASE I
PHASE I: Fixed Price (including 400 customization hours)

<table>
<thead>
<tr>
<th>Module Name</th>
<th>Initial Licensing Cost</th>
<th>Implementation Cost *</th>
<th>Annual Licensing Cost</th>
<th>Annual Maintenance and Support Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>AILIS Application, Including:</td>
<td>$61,250</td>
<td>$209,333</td>
<td>$0</td>
<td>$42,763 (1st)</td>
</tr>
<tr>
<td>- Cashiering</td>
<td></td>
<td></td>
<td></td>
<td>$43,406 (2nd)</td>
</tr>
<tr>
<td>- Scanning</td>
<td></td>
<td></td>
<td></td>
<td>$44,081 (3rd)</td>
</tr>
<tr>
<td>- Indexing</td>
<td></td>
<td></td>
<td></td>
<td>$44,790 (4th)</td>
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<td>- Administration Public Access</td>
<td></td>
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<td>$45,534 (5th)</td>
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**Additional Costs**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Data Conversion</td>
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<tr>
<td>(Optional) Backfile Data Conversion</td>
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</tr>
<tr>
<td>Customization, Interface and Development</td>
<td>400 hours included</td>
</tr>
<tr>
<td>Platform support</td>
<td>Included</td>
</tr>
<tr>
<td>Training</td>
<td>$11,283</td>
</tr>
<tr>
<td>Documentation</td>
<td>Included</td>
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<tr>
<td>Estimated travel expenses if applicable</td>
<td>Included</td>
</tr>
<tr>
<td>AMCAD non-Herndon employee travel expenses</td>
<td>Billed at cost</td>
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</tbody>
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## Total Cost

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost Summary</th>
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<tbody>
<tr>
<td>License, Implementation, Conversion and Training</td>
<td>$368,585</td>
</tr>
<tr>
<td>5 Years maintenance</td>
<td>$220,574</td>
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<tr>
<td>Total 5 year cost</td>
<td>$589,159</td>
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Arlington County AMCAD® Pricing Wills Phase II Wills

PHASE II: Balance of 400 customization hours not used in Phase I; remaining hours billed as T&M

<table>
<thead>
<tr>
<th>Module Name</th>
<th>Initial Licensing Cost</th>
<th>Implementation Cost *</th>
<th>Annual Licensing Cost</th>
<th>Annual Maintenance and Support Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>AILIS Application, including: Cashiering</td>
<td>Included</td>
<td>Included</td>
<td>$0</td>
<td>Included</td>
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<tr>
<td>Scanning</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Indexing</td>
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<tr>
<td>Administration</td>
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<tr>
<td>Public Access</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data Conversion</td>
<td>Included</td>
</tr>
<tr>
<td>Customization, Interface and Development</td>
<td>Balance of 400 hours of customization hours not used in Phase I</td>
</tr>
<tr>
<td>Remaining hours billed as Time and Materials</td>
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</tr>
<tr>
<td>Platform support</td>
<td>Included</td>
</tr>
<tr>
<td>Project Management, Training, Data Conversion and Implementation Services</td>
<td>Billed at cost and at standard contractor rates</td>
</tr>
<tr>
<td>Documentation</td>
<td>Time and Materials</td>
</tr>
<tr>
<td>Estimated travel expenses if applicable</td>
<td>Included</td>
</tr>
<tr>
<td>AMCAD non-Herndon employee travel expenses</td>
<td>Billed at cost</td>
</tr>
<tr>
<td>#</td>
<td>QTY</td>
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<tr>
<td>8</td>
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</tbody>
</table>
AGREEMENT NO. 703-13
EXHIBIT B

Arlington County AMCAD® Software Maintenance & Update Agreement
To implement a Land Information System in the Arlington County Clerk of the Circuit Court

THIS SOFTWARE MAINTENANCE & UPDATE AGREEMENT is made the 21 day of March, 2014 between AMERICAN CADASTRE, LLC (dba "AMCAD") of 13650 Dulles Technology Drive, STE 400, Herndon, Virginia 20171 hereinafter referred to as "CONTRACTOR," and the CUSTOMER identified below whereby CONTRACTOR is to provide the services specified in this Agreement. This Agreement consists of the cover page(s) and 20 Paragraphs.

NAME OF CUSTOMER: Arlington County Clerk of the Circuit Court
ADDRESS: 1425 N. Courthouse Road, Suite 6700 Arlington, VA 22201
TELEPHONE: 703-228-7010
FACSIMILE: N/A

CUSTOMER CONTACTS (Maximum of Two):
1) Erin Clinton, Land Records Supervisor
2) Judy Wheat, Chief Deputy Clerk of the Circuit Court

CONTRACTOR shall provide to the CUSTOMER Office software maintenance services, as described herein, for the following products:

SOFTWARE APPLICATIONS: AiLiS, e-Commerce and ROAM

DESIGNATED SERVER: TBD

SOFTWARE UPDATES: Included for the purchased AiLiS, e-Commerce and ROAM Software Version of the applications licensed and designated above under Software Applications.

SOFTWARE MAINTENANCE: Included while under Software Maintenance & Update Agreement

$200.00 per hour outside of the Principal Period of Maintenance
$150.00 per hour within the Principal Period of Maintenance for services related to the items identified in Section 7a, 7b and 7c below.
$175.00 per hour (blended rate) for statutory or other changes not covered by this Agreement and Contract.

$42,763 1st year - Maintenance begins upon "Go-Live."
$43,406 2nd year
$44,041 3rd year
$44,790 4th year
$45,534 5th year

This Agreement consists of this cover page (the "Cover Page") and the attached terms and conditions 1 through 19 and constitutes the entire agreement between the parties for the subject matter hereof and supersedes all prior arrangements, agreements, representations and undertakings written or oral. This Agreement may not be changed or modified except by a written instrument duly executed by each of the parties hereto.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR BY LAW, THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED.
AGREED AND ACCEPTED:

AMCAD

SIGNATURE: [Signature]

BY: Edward Berkowitz
TITLE: Executive Vice President
DATE: 3-20-14

The County Board of Arlington County VA

SIGNATURE: [Signature]

BY: Richard D. Warren, Jr.
TITLE: PURCHASING AGENT
DATE: 3-21-14
1. DEFINITIONS

"CONTRACTOR" means AMCAD, or at AMCAD's, option in respect of any service to be performed hereunder, means a person, firm or corporation authorized by AMCAD at any time or from time to time to supply software maintenance in respect of the software and nominated in writing by CONTRACTOR at any time or from time to time to provide software maintenance to the CUSTOMER hereunder;

"Commencement Date" means the date referred to in Clause 3;

"CUSTOMER" means the customer referred to on the Cover Page;

"Initial Period" means the twelve- (12) calendar months next ensuing after the Commencement Date;

"Software Applications" means the software detailed on the first page of this Maintenance Agreement;

"Version" means the software code of a particular software variant or original;

"Software Maintenance" means advice on operating the Software, advice on problems with the Software (given over the telephone or in writing) and includes spot training, software documentation improvements and software bug fixes;

"Software Updates" means features additions to the "Software Versions" already purchased by the CUSTOMER;

"Application" means a part of a software package containing one or more functions;

"Related Persons" means and includes any related body corporate of CONTRACTOR or any secretary, officer or employee, agent or contractor of CONTRACTOR or its related bodies corporate.

"Go Live" means the date/day that the CONTRACTOR system is first utilized by the CUSTOMER, after the CUSTOMER'S acceptance of the deliverables as detailed in Agreement No. 703-13. This is usually the first Monday after training and final legacy data conversion has taken place.

2. Services
Subject to the terms and conditions contained in this Agreement the CONTRACTOR will provide Software Maintenance as may be necessary to maintain the Software in good operating condition.

3. Term
The Software Maintenance to be supplied under this Agreement will have a commencement date upon the "Go-Live" acceptance date and shall be effective for five (5) years. Under the provisions of the Software Maintenance Agreement, the CONTRACTOR will provide the CUSTOMER all required maintenance services for any Applications. The Software Maintenance will be automatically renewed for further periods of one (1) year unless otherwise terminated by either party giving to the other not less than three (3) months' notice in writing of such termination prior to any anniversary of the Commencement Date.

4. Software Updates, Etc.
A. The CONTRACTOR will provide Software Updates via remote installation. The CUSTOMER is required to provide a VPN connection to the CONTRACTOR for remote access. Any on-site maintenance required or any maintenance required to upgrade to a new Version of the Software or to add a new Application is subject to service and travel (as required) will be subject to additional costs.

B. The CONTRACTOR has the option of deferring Software Maintenance pursuant to this Agreement should the CUSTOMER delay installation of any new update of the Software by the CONTRACTOR.
C. The CONTRACTOR will provide software updates, which include corrections to known software issues. A minimum of two (2) weeks’ notice will be given for such software updates. Should the CUSTOMER decline installation of two (2) or more software updates, the CONTRACTOR reserves the right to charge on time and materials to update the CUSTOMER to the latest software version or not maintain the software. CONTRACTOR is not responsible for maintaining any third-party software required by the system.

D. New Versions of the Software or additional Applications not already purchased by the CUSTOMER will not be considered part of this Agreement. The CUSTOMER may purchase new Software Versions and Applications at a discount from standard pricing for other CONTRACTOR customers of similar size and volume processing.

E. The current Version of the Software Product Installed for this CUSTOMER is Version 7.2.

F. Additional Applications or Versions of the CONTRACTOR’s AILIS Software may or may not be included as determined by the CONTRACTOR.

G. STATUTORY CHANGES- Any alterations of the then-existing functionality of CONTRACTOR’s Software as required to comply with state statute changes or state agency rules and requirements (collectively, “statutory changes”) shall be provided to the CUSTOMER, via a contract add-on, at the hourly rates included in this document, and/or the Contract Exhibit(s). CONTRACTOR will make every attempt to complete the changes as quickly as possible, but will require that a minimum of sixty (60) days be allowed for completion of statutory changes.

The CONTRACTOR will provide up to (50 hours) hours of maintenance, per year, for such state statute changes. Any additional hours required for statute changes will be chargeable at the hourly rates discussed in this contract.

5. Software Maintenance
A. The CONTRACTOR provides herewith telephone and/or facsimile and/or electronic mail maintenance for problems associated with the routine use and operation of the software.

B. CONTRACTOR shall upon the request of CUSTOMER, provide technical support, including remote assistance and advice, related to the operation, best practices, and use of the Software Applications by CUSTOMER. Remote assistance and advice is provided over the telephone or through e-mail correspondence. Remote assistance and advice is intended to provide general assistance and guidance related to the everyday usage and maintenance of the system. Remote assistance and advice is not intended to be a replacement for a properly trained system administrator, or a properly trained software developer. CONTRACTOR will notify CUSTOMER in the event that this service is being used in a manner that is inappropriate.

C. The CUSTOMER shall provide a Virtual Private Network (VPN) connection for the CONTRACTOR to use to perform maintenance during the principal period of maintenance. CUSTOMER acknowledges and agrees that CONTRACTOR and Product Vendor may require on-line access to the CUSTOMER’S system in order for CONTRACTOR to provide Software Maintenance hereunder. Accordingly, CUSTOMER shall provide a connection to the internet to facilitate CONTRACTOR’S remote access to CUSTOMER’S system. CONTRACTOR shall provide remote connection software, which may require installation of a software component on a workstation or server computer. NO REMOTE ACCESS WILL BE INITIATED BY CONTRACTOR OR PRODUCT VENDOR WITHOUT A CUSTOMER SUPPORT REPRESENTATIVE PRESENT.

D. The CUSTOMER shall provide to the CONTRACTOR on the first page of this Agreement with the names of up to two (2) representatives who with the CONTRACTOR’s acknowledgement shall have access to the CONTRACTOR’s telephone advice service. The representatives may be changed from time to time by Agreement between the parties. The Initial representatives shall be the persons referred to on the first page of this Agreement.
6. General
All services to be provided under this Agreement shall be referred to as the Principal Period of Maintenance and provided between the hours of 7:30 a.m. to 5:00 p.m. E.S.T., Monday to Friday (excluding Court holidays). Service coverage required outside of these hours is defined as emergency maintenance and may be arranged with the CONTRACTOR. Emergency Maintenance services shall be defined as outside the Principal Period of Maintenance and be charged at a rate of $200 per hour or fraction thereof (in 15 minute increments). The CONTRACTOR will provide a Software Maintenance Program document tailored to the CUSTOMER. This document will be provided by the CONTRACTOR's Account Manager assigned specifically to the CUSTOMER and includes contact, priority, and maintenance system information.

7. Services Not Covered
The following services are not covered by this Agreement; provided, however, they may be provided by mutual agreement at the request of CUSTOMER at charges based on the CONTRACTOR's then-current price list and as agreed by both parties.

A. Repair or damage resulting from malfunction of external electrical power, air conditioning, water damage, fire damage, burglary, theft, vandalism, civil commotion, or war.

B. Remediation of problems caused by use of software not covered by this Agreement or improper Computer Network operation and control by the CUSTOMER.

C. Any maintenance that is the result of DML or DDL updates to any CONTRACTOR databases (primary or replicated) that are not executed by CONTRACTOR personnel, or have not been previously authorized in writing by the CONTRACTOR personnel to be executed, is considered outside of the scope of this Agreement. The CONTRACTOR reserves the right to charge on a time and materials basis for maintenance that is required as a result of such updates.

D. Maintenance provided to remedy problems caused by items in paragraphs 7a, 7b and 7c will be billed to the CUSTOMER at $150 per hour during the Principal Period of Maintenance and $200 per hour outside of the Principal Period of Maintenance.

E. This Maintenance Agreement is not intended to supplement training for CUSTOMER personnel that do not attend the training sessions. Excessive maintenance for strictly customer training or lack of knowledge of the system by the customer is not maintenance. It is expected that CUSTOMER will utilize the "user manuals" provided by the CONTRACTOR prior to contacting the Account Manager for help.

F. Hardware maintenance on CUSTOMER equipment. If the equipment was purchased through the CONTRACTOR, the Manufacturer's Warranty will be passed on to the CUSTOMER. For CUSTOMERS who purchase equipment through the CONTRACTOR, the CUSTOMER will notify the CONTRACTOR of the equipment problem and the CONTRACTOR will arrange for the OEM to provide the warranty service. By passing on the equipment warranty and coordinating warranty service, the CONTRACTOR assumes no responsibility for identifying, troubleshooting, or resolving hardware-related problems. Should this level of maintenance be needed it will be covered by a separate Hardware Maintenance Agreement.

B. CUSTOMER Responsibilities
A. The CUSTOMER must have a valid license to use the Software from the CONTRACTOR.

B. The CUSTOMER shall notify the CONTRACTOR of any Software problem together with complete information concerning the failure, as soon as practical after the problem has been recognized.

C. The CUSTOMER agrees that no external devices can be connected to any CONTRACTOR owned hardware without written permission from CONTRACTOR.

D. The CUSTOMER will provide the CONTRACTOR with the following:
1. Name of nominated personnel who are competent to use the Software;

2. Access to the Software and computer(s) on which it resides via VPN access;

3. Adequate working space and facilities;

4. Access to and use of all information necessary to service the Software;

5. The CUSTOMER shall be responsible for security of its confidential, proprietary and classified information as well as for the maintenance of adequate backup procedures for files, as the CONTRACTOR will not be responsible for loss of or altered files, data or programs;

6. The CUSTOMER agrees to provide an installation environment which meets the specified of the computer on which the software is running.

7. The CUSTOMER agrees to limit use of the Software Maintenance Services that are the subject of this Agreement to occasions when the Software fails to work as set forth in the user manuals or occasions where the user manuals are unclear.

8. CUSTOMER is responsible for providing first-level support to the end users of the System and other related systems. First-level support is to be performed by a trained Customer system administrator and is to cover the overall computing and business environment.

9. SUPPORT PROCEDURES

Support Hours. (see Section 6).

Issue Reporting. Proper notice may include, without limitation, telephonic and written (either via e-mail or postal mail) notice to CONTRACTOR of any alleged Error. If requested by CONTRACTOR, CUSTOMER agrees to provide written documentation of issues to substantiate the Errors and to otherwise assist CONTRACTOR in the detection and correction of said Errors. CONTRACTOR will use its commercial reasonable judgment to determine if an Issue exists. If CONTRACTOR determines that a new Issue exists, CONTRACTOR will assign an Electronic Issue Tracking Number ("ETN") to the Issue and provide this to the CUSTOMER. A NOTIFICATION OF ANY KIND DOES NOT BECOME AN "ISSUE", AS DEFINED WITHIN THIS AGREEMENT, UNTIL AN ELECTRONIC ISSUE TRACKING NUMBER IS ASSIGNED BY CONTRACTOR.

Call Tracking and Response. CONTRACTOR'S help desk shall track all CUSTOMER Notifications and categorize them as follows:

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Error: Critical</td>
<td>Issue has been confirmed and an Electronic Issue Tracking Number has been assigned. The issue is either causing a significant portion of the system to be unusable, or is significantly affecting CUSTOMER productivity. These calls are addressed before all others.</td>
<td>4 business hours</td>
</tr>
<tr>
<td>Error: Non-critical</td>
<td>Issue has been confirmed and an Electronic Issue Tracking Number has been assigned. A workaround is available, or the issue is NOT significantly affecting CUSTOMER productivity.</td>
<td>8 business hours</td>
</tr>
<tr>
<td>---------------------</td>
<td>------------------------------------------------------------------------------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Inquiry</td>
<td>System is operating as documented, however, CUSTOMER has requested a change to the system or CUSTOMER has requested General Assistance or Advice.</td>
<td>24 business hours</td>
</tr>
</tbody>
</table>

CONTRACTOR will record information in a concise manner in an internal issue tracking database. A summary report will be provided to CUSTOMER upon request of the issues that have been received. CONTRACTOR will respond to CUSTOMER issues within the timeframes shown above. Response will include attempting to make direct contact with the party that submitted the issues. Direct contact will first be attempted via telephone or pager. Secondly, an e-mail may be sent or another CUSTOMER party may be contacted. The course of action will vary depending upon the nature and severity of the issue.

10. Service Charges  
A. The annual maintenance fee shall be the amount set out in this Agreement. Fees for subsequent periods of one (1) year shall be the CONTRACTOR’s then current standard annual fee for maintenance of the Software Applications. Annual fees may be invoiced thirty (30) days prior to the expiration of the previous period and shall be paid in advance. The annual increase in the maintenance fees shall be 5% per annum.

B. CUSTOMER will pay all shipping and media costs for Software Updates.

11. Changes to Software Maintenance Agreement  
A. During the terms of the Agreement no changes shall be made to the terms and conditions contained herein other than by variation agreed to by both parties and comprised in a written variation hereof.

B. The CONTRACTOR has the right to vary the charges made hereunder if the CUSTOMER wishes to extend the service hours beyond normal working hours referred to in Clause 6.

12. Non-Payment  
The CONTRACTOR reserves the right to decline to provide Software Maintenance if any amounts invoiced by the CONTRACTOR have not been paid by the CUSTOMER within forty-five (45) days of submission of a valid invoice.

13. Extraordinary Expenses  
The CONTRACTOR reserves the right to charge for unusual or excessive telephone, shipping, handling media or user manual expenses in connection with the Software Maintenance to be provided hereunder. In all cases, the CONTRACTOR will obtain CUSTOMER’S prior written consent to incur any such costs.

14. Force Majeure  
The CONTRACTOR shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract Documents if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Contractor, and outside and beyond the scope of the CONTRACTOR’S as defined in Agreement 703-13 then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

15. Limitation of Liability  
Except for cases involving personal injury, death or Intellectual property infringement, in no event shall CONTRACTOR
or its suppliers be liable to County for any special, indirect, incidental or consequential damages, arising out of or in connection with the use or performance of the software or services, including without limitation, loss of profits, business, data, goodwill or anticipated savings, even if advised of the possibility of those damages. In no event will CONTRACTOR’S aggregate liability for direct damages to property or person (whether in one instance or a series of instances) exceed the limits of any insurance maintained by contractor for such liability.

In the event that it is established to the CONTRACTOR’s satisfaction that any Software Maintenance or other service carried out by the CONTRACTOR under this Agreement was defective, the CONTRACTOR shall remedy such defective maintenance by provision of the same service again without cost to the CUSTOMER.

16. Applicable Laws
This Agreement and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the CONTRACTOR shall comply with applicable federal, state, and local laws, ordinances and regulations.

17. ORDER OF PRECEDENCE
In the event of any inconsistency or conflict between the provisions that constitute this Agreement, the following order of precedence shall apply:

- Main Agreement No. 703-13
- Exhibit A - Pricing
- Exhibit B - This Agreement
- Exhibit C - Statement of Work
- Exhibit D - NDA (Non-Disclosure and Data Security Agreement)
- Exhibit E - Escrow Agreement

This Agreement may not be changed or modified except by a written instrument duly executed by each of the parties hereto.

18. Notices
Unless otherwise provided herein, all notices and other communications required by this Agreement shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:
Edward Berkowitz – Executive Vice President
13650 Dulles Technology Drive, Suite 400
Herndon VA 20170

TO THE COUNTY:
Judy Wheat, Chief Deputy Clerk
1425 N. Courthouse Road, Suite 6200
Arlington, Virginia 22201

AND
Richard D. Warren, Jr., Purchasing Agent Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
19. Legal Fees
If any litigation or arbitration shall be commenced to enforce any of the provisions of this Agreement, to recover damages for breach of any of the provisions of this Agreement, or to obtain declaratory, injunctive or specific relief in connection with any of the provisions of this Agreement, the substantially prevailing party in such action shall be entitled to recover actual legal fees, expert witness fees, costs of depositions, and court costs on a solicitor/client basis, and expert witness fees and associated expenses incurred, and all other court costs and costs of the arbitration process irrespective of any laws or court rules to the contrary.

20. Severability
The sections, paragraphs, sentences, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

21. Disclaimer of Warranties
EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION. CONTRACTOR MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY SOFTWARE MAINTENANCE, ANY SOFTWARE UPGRADES AND ENHANCEMENTS PROVIDED UNDER THIS AGREEMENT. CONTRACTOR DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. CONTRACTOR DOES NOT WARRANT THAT ANY MAINTENANCE AND SUPPORT SERVICES, SOFTWARE OR UPGRADES AND ENHANCEMENTS PROVIDED WILL SATISFY CUSTOMER'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR UPDATES AND ENHANCEMENTS WILL BE UNINTERRUPTED. CONTRACTOR DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.
AGREEMENT NO. 703-13

EXHIBIT C

ARLINGTON COUNTY & AMCAD® STATEMENT OF WORK PHASE I
To implement a Land Records Management System in Arlington, VA.

1.0 Statement of Work (SOW)

The Statement Of Work (herein referred to as “SOW”) represents an agreement between Arlington County, situated in Arlington, VA, hereinafter referred to as “The County” and American Cadastre, LLC, d/b/a AMCAD® hereinafter referred to as “AMCAD” that outlines the project scope, services and deliverables, team members’ roles and responsibilities, and the obligations of both parties to implement an Land Records Management System, herein referred to as “the software” or in Arlington County, Va.

2.0 Overview

AMCAD shall deliver and implement the Virginia Baseline Version of the software to satisfy County requirements for a Land Records Management System. The software will consist of several modules or functional areas which as a whole will allow for the electronic processing and management property and vital information. The software which will be used to satisfy the functional requirements is the AMCAD Land Records Management System, ROAM (Rapid Online Access Method), and the ACCEPT (Automated Credit Card Processing Technology) software. The software will not include any customizations or services for the Wills Implementation.

3.0 Executive Summary

AMCAD will configure, customize, integrate, and implement the AMCAD Land Records Management, Rapid Online Access Method (ROAM), and ACCEPT. These software platforms will serve as pieces of the Solution which will satisfy the functional requirements as listed in the Request for Proposal (RFP). AMCAD will facilitate a gap analysis session with the County intended to define the customizations required to tailor the Software to meet the needs of the County. AMCAD agrees to implement the Software and provide related project management, data conversion, training, and post implementation support services as detailed in this document to the County. Prior to installing the software in the County’s production environment, AMCAD will conduct user training, assist with establishing baseline system configuration, and participate in the Software validation / acceptance.

4.0 Software Scope

The following software has been purchased by Arlington County and will be delivered to the County. The overall Land Records Management System will consist of the following pieces of software.

4.1 AMCAD Integrated Land Information System (AILIS)

AMCAD’s integrated Land Information Management System (AILIS) is a document centric, property and vital records management application. Designed to streamline complex recordation processes for property and vital records, AILIS automates the capture of these County Clerk functions to streamline processes and create efficiencies within the Clerk’s office.

As a true .NET-based Smart Client application, AILIS is a configurable code-driven application which can be modified by authorized users.

4.2 Rapid Online Access Method (ROAM)

AMCAD’s ROAM allows users to enhance existing line of business applications by providing business intelligence, XML Services, and web applications.
ROAM capabilities enable users to implement solutions such as federated search portals and data continuity. ROAM's propriety index exists outside of the line of business applications, which allows the searching and reporting capability of these applications to maintain accessibility when the line of business database is offline for routine maintenance, or in the case of a disaster. ROAM's index also acts as an additional layer in an agency's database recovery plan.

4.3. AMCAD's e-Commerce Services

4.3.1. AMCAD's eCommerce Services, to Include:

Registration and Electronic Payment Processing - As part of the solution, AMCAD will provide an integrated online payment processing solution that includes user registration, and receiving, processing, and reporting of electronic payments. AMCAD agrees to guarantee timely payment (minimum of 72-hours after the successful authorization of transactions) of all transactions and will take responsibility for resolving customer-disputed charges.

eCommerce Network Support - AMCAD shall integrate its PCI-compliant and AMCAD-managed eCommerce solution. The software shall be hosted and operated at AMCAD facilities.

4.3.2. Collecting and Processing Fees

AMCAD warrants that its solution and eCommerce Services will collect, timely distribute, and account for (1) the parties' respective shares of transaction fees, (2) and the electronic payment processing fee for credit card payments. AMCAD's eCommerce Administration Module will allow the initiation of separate ACH transactions for Arlington County court based on a predefined fee schedule.

5.0 Project Team

The key AMCAD project team will include a Project Manager, a DBA and a Account Manager (AM). The AMCAD Project Manager will oversee all aspects of project delivery and serve as the single point of contact for the Arlington County Project Participants. The Account Manager will lead the documentation, implementation, and training efforts. The Account Manager will participate in the implementations and will be the County's primary support contact after system implementation. Oversight and management of this project will include regular status meetings, status reports and other key activities.

The AMCAD Project Manager will provide Project Monitoring and Control throughout the life of the project. This activity is designed to provide an objective analysis of the progress of a project and to take corrective action when performance deviates significantly. The project's documented plans are the basis for monitoring activities, communicating status, and determining needed corrective actions.

AMCAD's project management includes thorough project planning involving activities such as scope definition, activity sequencing, schedule development, resource estimating, quality planning, risk management planning, and risk analysis. It also includes comprehensive project monitoring activities such as progress tracking, scope control, schedule control, quality control, and performance reporting.

6.0 Project Implementation Strategy, Tasks, and Deliverables

6.1 Project Kick-Off Meeting

The activities in the Project Planning and Preparation phase begin with a project kick-off meeting facilitated by AMCAD between core team members from AMCAD and the County. At this meeting, all team members will be introduced, the stakeholders will be identified, project roles and responsibilities will be established, a communication plan will be reviewed, and all project risks will be identified and assessed. At the end of this meeting, action items will be captured and distributed to the team with the meeting minutes. The duration of the project kick-off meeting will be one day.

The Project Kick-Off Meeting deliverables will include:

- Finalize the Project Schedule
• Project Kick-Off Meeting Minutes
• Finalize the Project Management Plan Documents

6.2 Transfer of AMCAD AILIS Licenses

Upon signing of contract, AMCAD will provide to the County the AILIS software via DVD or other electronic transfer.

6.3 Transfer of Rapid Online Access Method (ROAM) License

Upon signing of contract, AMCAD will provide to the County the Rapid Online Access Method (ROAM) software via DVD or other electronic transfer.

6.4 Project Management Plans

6.4.1 Communication Plan

Based on the input from the County’s Project Management team, AMCAD will develop a Communication Plan.

The purpose of the communication plan is to ensure that relevant, accurate, and consistent project information is provided to project stakeholders and other appropriate audiences. The communication plan provides a framework to manage and coordinate the wide variety of communications which will take place during the project. The communication plan covers who will receive the communications, how the communications will be delivered, what information will be communicated, who communicates, and the frequency of the communications. The Communication Plan will also establish the type and regularity of project team meetings.

The guidelines contained within the Communication Plan will serve as the officially recognized procedures governing AMCAD deliverable acceptances in this project.

6.4.2 Change Control Plan

Based on the input from the County’s Project Management team, AMCAD will develop a Change Control Plan.

The Change Control Plan will address and formally define the processes required for managing change on the Project and more specifically, changes to project scope including time, cost, resources, requirements, and deliverables. These defined processes will include systematic evaluation, coordination, approval or disapproval of proposed changes and implementation of properly approved / accepted changes. To this end, the Change Control Plan will incorporate scope, requirements, schedule, and cost management plans.

The Change Control Plan guidelines will serve as the officially recognized procedures governing change management in this Project.

6.4.3 Quality Assurance and Acceptance Plan

Based on the input from the County’s Project Management team, AMCAD will develop a Quality Assurance and Acceptance Plan.

The Quality Assurance and Acceptance Plan will address and formally define the processes required for managing the quality of the Project and more specifically, the process by which deliverables will be either accepted or rejected. These defined processes will include systematic evaluation, coordination, approval or disapproval of deliverables, and the implementation of those deliverables into the Project.

The Quality Assurance and Acceptance Plan guidelines will serve as the officially recognized procedures governing the acceptance or rejection of all deliverables on this Project.
6.4.4 **Project Schedule**

Based on the input of the County's Project Management team, AMCAD will develop a Project Schedule.

The Project Schedule will document project tasks, deliverables, sub-dependencies and durations. AMCAD will build the Project Schedule in Microsoft (MS) Project and deliver the document in MS Project and PDF formats. The Project Schedule is a "living" document initially written in the planning phase of the project life cycle and updated as more information is gathered (e.g., requirements, detailed design components, and risks) and as changes are approved. AMCAD agrees to work with the County’s Project Manager to maintain this schedule.

The Project Schedule will serve as the officially recognized document governing AMCAD deliverable due dates and milestone dates in this contract. It is agreed by all parties that after initial delivery and acceptance of the Project Schedule, any modifications to the Project Schedule involving new AMCAD deliverables, AMCAD deliverable due date changes or AMCAD task duration changes must first be approved via the change management process as defined in the accepted version of the Change Control Plan.

6.4.5 **Hardware Configuration Plan**

A Hardware Configuration Plan will be drafted and delivered to the County by AMCAD based on architectural discussions with the County staff held with the goal of understanding the County's current infrastructure, the infrastructure demands and the technical architecture which will be necessary to support the proposed solution. The plan will represent AMCAD's recommendations regarding acquisition and configuration of server, network, workstation and peripheral devices required to adequately support the software solutions discussed in this Statement of Work.

6.5 **Design Phase**

6.5.1 **Installation of Software Test Environment**

AMCAD will establish an onsite test environment within the County's facilities which will allow multiple clients on the County network to access a current working version of the baseline AMCAD Software including AILIS components. The purpose of this test environment is to allow AMCAD to conduct system configuration, staff training on the application, allow County staff to research the baseline application functionality, allow AMCAD to facilitate a Gap Analysis session and to advise the County's technical staff on how to establish additional AILIS environments which will be necessary in the future. Additional elements of this task include:

- Verification of connectivity between servers.
- Installation and configuration of SQL Server environment.
- Delivery of client-side application packages.
- Installation of AILIS software and services on a test instance.
- Loading of Virginia baseline configuration data into the AILIS database instances.

6.5.2 **Software Configuration Worksheet**

Prior to the initial configuration of the system and referencing the Virginia baseline configuration values, the County will be responsible for developing a configuration worksheet containing the unique values that will be required to configure AILIS. AMCAD will provide the County with a configuration value spreadsheet. This spreadsheet will serve as a guide to assembling the County's system values.

6.5.3 **Initial Software Configuration**

In preparation for the gap analysis session, AMCAD will modify the baseline configuration of AILIS systems to reflect the unique County data values provided in the Software Configuration Worksheet in order to accurately reflect
workflow processes and business practices. This will ensure that the end users who are participating in the gap analysis session have a better understanding of the system as it relates to the County's data as well as current business practices. The County will work with AMCAD to confirm the values needed for a preliminary system configuration. All system configuration required after the preliminary configuration has been completed will be the County's responsibility. AMCAD will be available for support during this effort and will provide guidance and training on system configuration during initial configuration efforts as well as any configuration done by Arlington County.

6.5.4 System Requirement Specifications (SRS) Document

AMCAD will develop a System Requirement Specifications (SRS) Document. The SRS Document will be delivered in Microsoft (MS) Excel or Word format and will identify how each requirement is met or what customizations are requested for each requirement. The SRS document must be accepted by the County in order to proceed with all subsequent project activities. This SRS Document shall be used to determine, jointly by the County and AMCAD, any gap items discovered.

This contract includes 400 hours of system customizations. Requested changes will be documented in Design Documents along with the corresponding amount of development effort and approved by the County. Any deviations from these Documents or modification requests beyond the development services hours specified above will be handled through the Change Control process as may be mutually agreed upon by the parties. AMCAD will provide any software system functions responded to in the affirmative on the RFP response functionality matrix without impact to the allotted customization hours listed above. Required functionality specifically does not include HOW the function operates, nor its ease of use.

6.6 Delivery of Application Software

Based on the approval by the County of customization design documents, AMCAD will schedule and deliver a series of application release iterations to the County test environment which will demonstrate AMCAD's development progress and allow functional testing to occur at the County's testing facilities.

The release dates for the software will be determined by AMCAD. The development will begin upon the approval and acceptance of any customization design documents. The application release iterations allow the Project Management team to monitor progress, customization quality, identify new risks on an ongoing basis, gauge the efficacy of processes, and plan for any possible delays.

For final software development deliverables, AMCAD will deliver to the County test environment, a fully functional software solution as defined by the Design Documents as a release candidate for user acceptance testing.

6.7 Delivery of Test Scripts

With software delivery, AMCAD will develop and deliver test scripts for any new functionality that has been developed. These test scripts will be used by the County to validate the delivered functionality. The test scripts will guide the County's end users and testers through the steps required to effectively test and validate the newly delivered functionality. If the system accurately reflects the test scripts, the delivered functionality along with the corresponding functional requirement will be validated and accepted by the County. The process by which a delivered requirement will be approved or rejected will be documented in the Testing Strategy Plan.

6.8 Final System Configuration

After the preliminary configuration has been completed by AMCAD, any additional configuration required in the system will be the County's responsibility. AMCAD will provide consultation when necessary.
6.9 User Acceptance Testing

The user acceptance testing will consist of validating all delivered system functionality. The County will have up to thirty (30) days to test and validate the functionality. Upon completion of the user acceptance testing process, the development phase will be completed and no further development against the software systems will be done until the County has gone live with the software and is in production mode for that phase, unless a request has been accepted via the change management process outlined in the Change Control Plan.

6.10 Database Conversion Services

AMCAD is responsible for providing the County with 740 hours of Database Conversion services. It is up to the County to determine how they wish to use these hours. The 740 hours may be used for any services which require a Database Administrator. Any time logged against the project by any AMCAD Database Administrator for activities related to data conversion services will be deducted from the total 740 hours provided. AMCAD will provide Arlington County with monthly resource usage updates. These updates will serve as the official notice of how many Database Administrator hours the County has left to use for the remainder of the project.

6.10.1 Data Conversion Assessment Plan

AMCAD will, in collaboration with the County Data Conversion Team, develop a Data Conversion Assessment Plan document that will include a data analysis of the legacy source database. Data Conversion Assessment Plan represents the finalized legacy data conversion approach as agreed upon between AMCAD and the County Data Conversion team. The report will outline a strategic approach for the iterative delivery of conversion scripts, data mapping, and potential issues with redundant data. In order for AMCAD to be able to provide data mapping, it is AMCAD's expectation that the County's Data Conversion Team will provide a legacy data dictionary with description of tables and corresponding fields with respect to the business flow of the application. AMCAD understands that there are complications with existing documentation for the legacy application and that the County will provide as much detail as possible in order to maximize the accuracy and integrity of the converted data. The County will work with AMCAD to provide them with any information needed for data conversion efforts, upon request. Additionally, AMCAD will begin the analysis of legacy image files and metadata in preparation for the final conversion effort.

The Data Conversion Assessment Plan will also lay out the logical iterations for baseline conversion script / Sequel Server Integration Services (SSIS) package delivery, table and data mapping, data exception identification, data exception handling, and AVT migration paths handling in addition to data conversion logistics moving forward.

The County will be responsible for extracting data from the legacy source database and loading it into a SQL Record Linkage staging database from which AMCAD will perform the analysis. Extraction Transformation Loading (ETL) process is not included in the Data Conversion Assessment activity.

6.10.2 Conversion Dry-Runs & Validation

AMCAD will provide one (1) Data and Image Conversion Dry-Run prior to implementation as part of scope of this project. The Image and Data Conversion Dry-Run will provide an opportunity for conversion scripts to be applied against production data, analyzed for exceptions, validated using the exact to-be-implemented system, and amended as necessary based on the result as an iterative process. Only if necessary a second Data and Image Conversion Dry-Run conversion will be performed. Each cycle incorporates the most recent copy of the source data and corrects issues identified with previous data conversion deliveries. At each stage, AMCAD will make adjustments to the conversion process if necessary. After rectifying major conversion exceptions, the next step will be to identify the way in which the final conversion will be delivered. Major factors include the volume of data to be converted, the type of data, and the hours of operation.
6.10.3 Data Cleansing

Data cleansing is the process of ensuring the source data meets the new system requirements for data integrity and usability. As part of this process and to the extent possible, AMCAD will request that the County Data Conversion Team document any data elements that do not comply with the formats of the new database schema. Subsequently, AMCAD will deliver any data integrity exceptions, such as orphaned records.

AMCAD will advise the County Data Conversion Team on the best ways to approach any broader data cleansing processes, should the decision be made to undertake such projects. The specifics of these processes would have to be finalized once a clear set of targeted data cleansing projects has been defined.

AMCAD will report exceptions with each Dry-Run and transfer this data to the County using an exception report. Only after the exception report has been signed and approved will the next Dry-Run or final conversion be performed.

6.10.4 Final Data & Image Conversion

AMCAD DBA will conduct the final data and image conversion task. Immediately prior to go-live, the County will confirm that the conversion strategy was executed to the satisfaction of the County, indicating that all major conversion exceptions and/or issues have been identified and corrected. Any remaining minor or cosmetic exceptions and/or issues will be clearly documented in a shared document between AMCAD and the County. This step must be completed prior to the go-live event.

Upon Final Conversion Acceptance, the AMCAD DBA will proceed with the execution of the approved conversion scripts/SSIS packages against production source data on the weekend of implementation. The County will have a final opportunity to validate and approve that the system and converted data are in good order over the implementation weekend. A roll-back contingency plan will be approved and in place in case of unexpected serious issues.

6.11 Training Plan

Based on input from the County's Project Management and Training Teams, AMCAD will develop a Training Plan. The Training Plan includes the training scope, schedule and participants.

6.12 Execution of Training Plan

AMCAD staff will conduct training classes per the stipulations of the Training Plan and with the aid of the delivered Training Documentation. AMCAD will conduct onsite training for Office staff and Public staff for the duration of one (1) week.

6.13 Training Documentation

AMCAD will provide modular training materials, including:

- System Overview
- Software User Manuals
- Administration Manual
- Cashiering Manual
- Data Entry Manual
- Scanning Manual
- Marriage Manual
- Public Inquiry Manual
6.14 **System Implementation**

AMCAD will lead the training, conversion, and support activities for the County with assistance from the County’s implementation Team. The implementation effort involves a number of other synchronized and critical activities:

- Configuration of Host and Local Production Environments including workstation and peripheral configuration (to be conducted by the County)
- Execution of Training Plan
- Site Readiness Check (based on the Site Readiness Checklist developed jointly by AMCAD and the County) – to ensure the customer site is ready to receive the solution and all required steps are completed properly and in the correct order
- Final Data & Image Conversion
- System Go-Live
- Post-Implementation Onsite Support

6.15 **System Go-Live**

After the Final Data and Image Conversion have been completed, the County may have end-users perform a final validation of the converted data and production readiness of the System. AMCAD recommends that a small-scale sample of a day’s work be entered on the system. After final confirmation of readiness, the system will be moved to production mode.

6.16 **Post-Implementation Onsite Support**

AMCAD will provide five (5) business days of onsite post-implementation support. During this period AMCAD will provide live support and continued training for the end-users. Depending on the go live plan which will be determined at the end of the Development phase, AMCAD will mobilize resources onsite and will be present for post-implementation support. The implementation will be completed with an administrative closeout meeting between the County and the AMCAD Project Teams.

7.0 **Project Staff Roles and Responsibilities**

7.1 **AMCAD Responsibilities**

AMCAD’s Program Manager will provide project leadership, develop a detailed project plan, and oversee any subsequent execution of this project. In support of this initiative, AMCAD shall:

- Assign a single point of contact for project management and issue resolution
- Assign appropriate resources for the performance of the services outlined in this SOW
- Adhere to the policies, procedures and scheduling established by this SOW
- Establish the Project Schedule (meetings, interviews, post-assessment dialogue, etc.)
- Provide a detailed Project Plan inclusive of all technical tasks, deliverables, milestones, resource assignments, and task duration (reflected in days) and a project timeline
- Conduct project review meetings at a mutually agreed upon time and location to discuss the project status, issues, new requirements and overall project satisfaction
- Support and provide representation at meetings, which will cover performance status update, schedule update, pending changes, open issues and action items
- Coordinate any change to this SOW (whether cost impacting or not) with the County’s Governance Committee and process them using the Project Change Request Form to be supplied by AMCAD.
- Meet at the conclusion of this project, to capture, discuss, and resolve any project issues that may have arisen since the start of implementation
7.2 **County Responsibilities**

The County must ensure the following requirements are met:

- Provide at least one technical contact with system administration responsibilities and appropriate system/information access privileges to perform system administration tasks.
- Assign a Project Manager as the single point of contact for issue resolution, activity scheduling, interview scheduling, and information collection and dissemination. The Project Manager is responsible to ensure compliance with the County's obligations and ensure subject matter experts (SME) participation. These SME must be knowledgeable regarding the Department's activities and role within the County. Signature authority for the acceptance of deliverables submitted, rendered or provided to the County is given to the Project Manager.
- Ensure that key documents are reviewed and approved/rejected within three (3) business days of delivery by the AMCAD project Manager.
- Ensure that on-site office facilities, and general office automation support (Internet access, printing, copying, faxing, telephone, etc.) are available to AMCAD staff when working at County's facilities.
- Provide an office for the AMCAD Project Team. To the best of its abilities, the County will make an office and private meeting space available to the AMCAD Project Team during the duration of the project, as needed.
- Attend all required meetings and data collection interviews. Be able to discuss, openly and honestly, the active topics presented.
- Ensure all environment and operational requirements are met prior to implementation. Confirm that the work site is prepared to perform the engagement services.
- Provide technical support for implementation teams.
- Conduct configuration on code tables including fees, users, security rights, and person information with the oversight and direction of AMCAD.
- Purchase and configure all required third party software licenses.
- Perform user acceptance testing.
- Assume responsibility for all network connectivity, performance, and configuration issues.
- Procure anti-virus software for all client PC's running the system.

8.0 **Assumptions**

8.1 **Data Conversion Assumptions**

- Source database documentation to be provided to AMCAD by the County. NOTE: Providing as much documentation as possible for a legacy system makes identifying data components and mapping those components to their respective business processes significantly more efficient.
- Direct and open interaction between the County's technical staff and AMCAD. The ability for technical people to communicate directly with each other (email, phone, in person, etc.) facilitates quicker turnaround times on each side.
- Continuous data conversion validation by the County: Most conversions are iterative starting with the most basic data first and finishing with the most complicated. Validating the converted data throughout this process allows AMCAD and the County to catch problems early before the effort to correct the data becomes significant.
- The County and location data can be distinguished in the source data. If not, the County will ensure that this data can be distinguished. The “location data” refers to the unique identifier, if any, of the data. For example, if the Land and UCC records were stored and maintained differently or separately from other Land and UCC data within the County, AMCAD would need the “unique identifier” for the location of the data so that the data integrity could be maintained during a data conversion. Another example would be if the Marriage data was stored in a location different than the Death and Birth data.
• Final and complete data/image conversion (as applicable) will be performed prior to Go-Live for each County Department which will be using a system included in the project and any additional conversions will be considered outside the scope of the original Project.

• The County will be responsible for extracting data from the legacy source database and loading it into a SQL Record Linkage staging database from which AMCAD will perform the analysis. Extraction Transformation Loading (ETL) process is not included in the Data Conversion Assessment activity.

  • Legacy Data to be converted (in the format specified from CONTRACTOR below) and associated documentation shall be sent to CONTRACTOR within four (4) weeks of contract signing or four (4) weeks after CONTRACTOR provides the requisite format, whichever comes later. As applicable, a sample set of images shall be sent to CONTRACTOR by the CUSTOMER within four (4) weeks of Contract signing. Documentation should clearly state the unique mapping that links each individual image with a single Indexed record in the legacy system including related financial data.

  • In order to ingest Data into the System CONTRACTOR needs the index data to be provided in one of the following ways:
    • SQL Server backup file (*.BAK) or SQL Server data file (*.mdf);
    • Oracle EXP data export (*.DMP) including login;
    • Access data file (*.MOB)
    • Comma\Pipe Separated Value (CSV) files
      o Values should be delimited by commas or pipes;
        ▪ Delimiter value must not be allowed as part of the indexing process
        ▪ If no suitable value can be found, values must have a qualifier wrapping each value (such as double quotes ["my value"]). Again, qualifiers cannot be allowed as part of the indexing process
      o Separate files should be provided for each logical database object
        ▪ Do not break one-to-many relationships into a single file
        ▪ Each file should have a common value that allows for data relationships to be recreated upon import
      o Please provide documentation on the values contained in each file
        ▪ This should include the type of data
        ▪ Identify the mappings between each separate CSV file
        ▪ All Primary Key Relationships should be identified and noted
    • Note that these are listed in order of CONTRACTOR’s preference
ARLINGTON COUNTY & AMCAD® STATEMENT OF WORK PHASE II - WILLS
To implement a Wills Records Management System in Arlington, VA

1.0 Statement of Work (SOW)

The Statement Of Work (herein referred to as "SOW") represents an agreement between Arlington County, situated in Arlington, VA, hereinafter referred to as "The County" and American Cadastre, LLC, d/b/a AMCAD® hereinafter referred to as "AMCAD" that outlines the project scope, services and deliverables, team members' roles and responsibilities, and the obligations of both parties to implement Wills Records Management functionality, herein referred to as "the software" or in Arlington County, VA.

2.0 Overview

AMCAD shall deliver and implement the Virginia Baseline Version of the software to satisfy the County requirements for the Wills Records Management functionality. The software will consist of a module or functional area that will allow for the electronic processing and management of Wills information. The software which will be used to satisfy the functional requirements is the AMCAD Land Records Management System which will be customized for the Wills functionality.

3.0 Software Scope

AMCAD will configure, customize, Integrate, and implement the AMCAD Wills Records Management functionality. The software platforms will serve as pieces of the Solution which will satisfy the functional requirements as listed in the Request for Proposal (RFP). AMCAD will facilitate a gap analysis session with the County intended to define the customizations required to tailor the Software to meets the needs of the County. AMCAD agrees to implement the Software and provide related project management, data conversion, training, and post implementation support services as detailed in this document to the County. Prior to installing the software in the County's production environment, AMCAD will conduct user training, assist with establishing baseline system configuration, and participate in the software validation / acceptance.

4.0 Project Team

The key AMCAD project team will include a Project Manager, a DBA, an Account Manager (AM) and Business Analyst. The AMCAD Project Manager will oversee all aspects of project delivery and serve as the single point of contact for the Arlington County Project Participants. The Account Manager will lead the documentation, implementation, and training efforts. The Account Manager will participate in the implementations and will be the County's primary support contact after system implementation. Oversight and management of this project will include regular status meetings, status reports and other key activities. The Business Analyst will gather requirements for the integration of Wills to the AILIS system.

The AMCAD Project Manager will provide Project Monitoring and Control throughout the life of the project. This activity is designed to provide an objective analysis of the progress of a project and to take corrective action when performance deviates significantly. The project's documented plans are the basis for monitoring activities, communicating status, and determining needed corrective actions.

AMCAD's project management includes thorough project planning involving activities such as scope definition, activity sequencing, schedule development, resource estimating, quality planning, risk management planning, and risk analysis. It also includes comprehensive project monitoring activities such as progress tracking, scope control, schedule control, quality control, and performance reporting.

4.1 Training Plan

Based on input from the County's Project Management and Training Teams, AMCAD will develop a Training Plan specific to the Wills functionality. The Training Plan includes the training scope, schedule and participants.
4.2 **Execution of Training Plan**
AMCAD staff will conduct training classes per the stipulations of the Training Plan and with the aid of the delivered Training Documentation. AMCAD will conduct onsite training for the Office staff.

4.3 **Training Documentation**
AMCAD will create a Wills module user manual and append it to the AILIS training documentation

4.4 **System Implementation**
AMCAD will lead the training, conversion, and support activities for the County with assistance from the County's Implementation Team. The implementation effort involves a number of other synchronized and critical activities:

- Configuration of Host and Local Production Environments including workstation and peripheral configuration (to be conducted by the County)
- Execution of Training Plan
- Site Readiness Check (based on the Site Readiness Checklist developed jointly by AMCAD and the County) – to ensure the customer site is ready to receive the solution and all required steps are completed properly and in the correct order
- Final Data & Image Conversion (Wills)
- System Go-Live
- Post-Implementation Onsite Support (as needed or determined between the parties)

4.5 **System Go-Live (Wills)**
After the Final Data and Image Conversion have been completed, the County may have end-users perform a final validation of the converted data and production readiness of the System. AMCAD recommends that a small-scale sample of a day's work be entered on the system. After final confirmation of readiness, the system will be moved to production mode.

4.6 **Post-Implementation Onsite Support (Wills)**
AMCAD will provide onsite post-implementation support as needed. During this period AMCAD will provide support and continued training for the end-users. Depending on the go live plan which will be determined at the end of the Development phase between the parties, AMCAD - as necessary - will mobilize resources onsite and will be present for post-implementation support. The implementation will be completed with an administrative closeout meeting between the County and the AMCAD Project Teams.
AGREEMENT NO. 703-13
EXHIBIT D

NONDISCLOSURE AND DATA SECURITY AGREEMENT

The undersigned, an authorized agent of the Contractor and on behalf of American Cadastre LLC ("Contractor") hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like (hereafter "Information") confidential and secure and to protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the Information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as Information that the County shares with Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 703-12 (the "Project" or "County Agreement" as applicable) or which may be accessed through other County owned or controlled databases (all of the above collectively referred to herein as "Information" or "County Information").

In addition to the DATA SECURITY AND PROTECTION obligations set forth in the County Agreement, the Contractor agrees that it will maintain the privacy and security of the County Information, control and limit internal access and authorization for access to such information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes but is not limited to Information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter "his") Personal Health information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or that affords a basis of Inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution (also collectively referred to herein as "Information" or "County Information").

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of Information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. Contractor acknowledges that any unauthorized use, dissemination or disclosure of Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

The Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or Indirectly, as a result of its work on the Project. Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate, tightly controlled and that such person/s also maintain the security and privacy of Information and the integrity of County Information and County networking resources.

Contractor agrees to take strict security measures to ensure that Information is kept secure, properly stored, that if stored that it is encrypted as appropriate, stored in accordance with industry best practices and otherwise protected from retrieval or access by unauthorized persons or unauthorized purpose. Any device or media on which Information is stored, even temporarily, will have strict security and access control. Any Information that is accessible will not leave the Contractor's work site or the County's physical facility, if working onsite, without written authorization of the County Project Officer. If remote access or other media storage is authorized, Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County, and connected to the County network are secure and free of all computer viruses, or running the latest version of an industry standard virus protection program. Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. No Information may be downloaded except as agreed to by the parties and then only onto a County approved device. Downloading onto a personally-owned device.
Contractor agrees that it will notify the County Project Officer immediately upon discovery, becoming aware or suspicious of any unauthorized disclosure of information, security breach, hacking or other breach of this Agreement, the County Contract, County policy, Contractor's security policies, or any other breach of Project protocols. The Contractor will fully cooperate with the County to regain possession of any information and to prevent its further disclosure, use or dissemination. The Contractor also agrees, if requested, to promptly notify others of a suspected or actual breach.

Contractor agrees that all duties and obligations enumerated in this agreement also extend to its employees, agents or subcontractors who are given access to County Information. Breach of any of the above conditions by Contractor’s employees, agents or subcontractors shall be treated as a breach by Contractor. Contractor agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Agreement and related data security provisions in the County Agreement.

It is the intent of this NonDisclosure and Data Security Agreement to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices in place to ensure confidentiality, protection, privacy and security of County Information and County networked resources and to ensure compliance with all applicable local, state and federal law or regulatory requirements. Therefore, to the extent that this NonDisclosure and Data Security Agreement conflicts with the County Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent County Contract requirement, law, regulation or provision shall control.

At the conclusion of the Project, Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the County Agreement.

Authorized Signature: [Signature]
Printed Name and Title: Edward Berkowitz, Executive Vice President
Date: 3-20-14