

CONTRACT**DINWIDDIE COUNTY**
REVENUE AND TAX MANAGEMENT SYSTEM

The Agreement is made this 26th day of October 2021, by and between **Avenity, Inc.**, of 11325 Random Hills Road, Suite 340, Fairfax, Virginia 22030 (party of the first part, and hereinafter known as “Contractor”), and the **County of Dinwiddie**, Virginia (party of the second part, and hereinafter known as “County”).

WHEREAS, pursuant to the Virginia Public Procurement Act, County solicited proposals for a new Revenue and Taxation Management System; and

WHEREAS, Contractor submitted a proposal for same, consistent with the specifications in the Request for Proposals; and

WHEREAS, Contractor was selected as having the best overall value; and

WHEREAS, County has selected Contractor to provide goods/services;

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

- Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract, (2) Dinwiddie County Special Terms and Conditions for Federally Funded Contracts, (3) Avenity Terms and Conditions, (4) CountyOne Express Software License Agreement, (5) Avenity’s Contract Pricing and Timeline letter dated September 16, 2021, (6) Request for Proposals # 22-072321 including any addenda and (7) Contractor’s proposal dated August 17, 2021. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
- Time of Performance.** Contractor agrees to complete all work based on a six (6) month implementation plan set forth in Avenity’s proposal, or on a different schedule as agreed between the County and Avenity.
- Term of Contract.** Licenses/subscriptions are annual and begin upon initial installation of software. Licenses/subscription fees shall be a term of one (1) year with the option for renewals under the terms, conditions and unit pricing of the original contract for as long as the County uses the product, unless either party gives written notification to the other party thirty (30) days prior to expiration of the then-current term that they do not wish to renew. The contract and any renewals are subject to the availability of funds and annual appropriations by the Board of Supervisors. Year 1 prices shall be equal to those listed in Exhibit A of the CountyOne Express Software License Agreement. Price increases, if any, shall not exceed 3%.
- Costs.** Contractor agrees to perform all work and provide all software pursuant to this Contract for an initial purchase of no greater than TWO HUNDRED FIFTY-FOUR THOUSAND AND

NO/100 DOLLARS (\$254,000) with annual fees of EIGHTY-NINE THOUSAND SIX HUNDRED TEN AND NO/100 DOLLARS (\$89,610.00) (the "Contract Price").

Payment shall be made to Contractor based on the payment schedule listed in Avenity's Contract Pricing and Timeline Letter dated September 16, 2021. All payments shall be made within thirty (30) days after receipt of invoice.

5. **Notices.** Any notices required shall be in writing and be sent either by U.S. Mail with postage prepaid or by email to the addresses set forth below:

Notice to County shall be made to:

Procurement
Dinwiddie County
P.O. Drawer 70
Dinwiddie, Virginia 23841
(804) 469-4500
Accounting@dinwiddieva.us

Notice to Contractor shall be made to:

Cathleen Agrios
Avenity, Inc.
11325 Random Hill Rd, Suite 340
Fairfax, Virginia 22030
(571) 234-5210
cathleen@avenity.com

6. **Additional Users/Cooperative Procurement**

This contract may be extended to any jurisdiction/public body within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. It is the Offeror's responsibility to notify the jurisdiction/public bodies of the availability of contract(s). Offerors desiring to offer to other jurisdictions/public bodies under this clause shall so indicate in their response.

7. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements in the Request for Proposals.

8. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.

9. **Severability.** If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

10. **Force Majeure.** Neither party hereto shall be held liable for delay or failure to perform hereunder, when such delay or failure is without its fault or negligence and due solely to events beyond its control which cannot reasonably be forecast or provided against such as fires, strikes, floods, hurricanes, tornadoes, snowstorms, acts of God, acts of war or terrorism, or legal acts of public authorities.

11. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Dinwiddie, Virginia, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and

may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

County of Dinwiddie, Virginia

Avenity, Inc.

X *W. Kevin Massengill*

W. Kevin Massengill
County Administrator

X *Cathleen M Agrios*

Print Name/Title:
Cathleen Agrios

Approved as to form:

X *W. K. Kelly*

Legal Counsel

DINWIDDIE COUNTY
SPECIAL TERMS AND CONDITIONS
FOR FEDERALLY FUNDED CONTRACTS

1. **Compliance with FEMA Policy.** FEMA financial assistance may be used to fund services of this contract. In addition to complying with Section 1 of the General Terms and Conditions, the contractor must also comply with all FEMA policies, procedures and directives.
2. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
3. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to Dinwiddie County, the contractor, or any other party pertaining to any matter resulting from the contract.
4. **Equal Employment Opportunity.** This section applies to construction contracts. During the performance of the contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
 - c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contractor or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The contractor will include the portion of the sentence immediately preceding paragraph a and the provision of paragraphs a-g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5. Compliance with the Copeland “Anti-Kickback” Act

- a. This section applies to construction contracts in excess of \$2,000 paid for by the one of the following programs: Emergency Management Preparedness Grant Program, Homeland Security Grant Program.
- b. Contract. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 C.F.R. pt 3 as may be applicable, which are incorporated by reference into this contract.
- c. Subcontracts. The Contractor or Subcontractor shall insert in any subcontract the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- d. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

6. Contract Work Hours and Safety Standards Act

- a. This section is applicable on contracts in excess of \$100,000 that involve the employment of mechanics or laborers.
- b. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- c. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- d. **Withholding for unpaid wages and liquidated damages.** Dinwiddie County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- e. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

7. Clean Air Act.

- a. This section applies to all contracts in excess of \$150,000.
- b. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.
- c. The contractor agrees to report each violation to Dinwiddie County, and understands and agrees that the County will, in turn, report each violation as required to assure notifications to the recipient, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- d. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

8. Federal Water Pollution Control Act.

- a. This section applies to all contracts in excess of \$150,000.
- b. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Contract Act, as amended, 33 U.S.C. §1251 et seq.
- c. The contractor agrees to report each violation to Dinwiddie County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the recipient, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- d. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

- 9. Suspension and Debarment.** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Dinwiddie County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Dinwiddie County and the Commonwealth of Virginia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- 10. Procurement of Recovered Materials.** In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designed items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

11. Access to Records

- a. The contractor agrees to provide Dinwiddie County, the Commonwealth of Virginia, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives

access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract
12. **DHS Seal, Logo and Flags.** The contractor shall not use the US Department of Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
13. **Byrd Anti-Lobbying Amendment.** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

CERTIFICATION OF ANTI-LOBBYING

The undersigned Avenity, Inc. [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Avenity, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Cathleen M Agrios
Signature of Contractor's Authorized Official

Cathleen Agrios, CEO
Name and Title of Contractor's Authorized Official

10/25/2021 | 6:17 PM EDT
Date

AVENITY

GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

Capitalized terms in this Agreement mean the following unless specifically defined in the section of the Agreement or applicable Addendum.

“Addendum” means an amendment or supplement to this agreement and may include a License Agreement, Maintenance and Support Agreement, and Statement(s) of Work.

“Change Order” means a written request to change the terms or scope of a Statement of Work.

“Claim” means claims, demands, causes of action, debt or liability, including reasonable attorneys’ fees.

“Confidential Information” means (a) any confidential, proprietary or trade secret information of the disclosing party (“Discloser”) that if in tangible form is marked as confidential, secret or with a comparable legend or if disclosed orally or visually is identified as confidential at the time of disclosure; and (b) discussions relating to such information. Discloser shall use reasonable efforts to mark its confidential information in tangible form as confidential; however, tangible information that does not bear such a legend and the discussions relating thereto, will be protected hereunder as Confidential Information if the receiving party (“Recipient”) knew or should have reasonably known under the circumstances that the information is confidential.

“Consulting Services” means services provided to analyze Client requirements and make recommendations on how to best implement and utilize Vendor Products. Client is solely responsible for insuring that accepted recommendations are appropriate for use within the Client’s Organization.

“Cure” means a resolution to a breach of terms of this agreement.

“Data Conversion” means all activities related to converting data from non vendor supplied products to products purchased by the Client.

“Deliverables” means anything provided to Client pursuant to a Statement of Work.

“Documentation” means the then-current, generally available, written instructions, user guides, and user manuals for the Products, if applicable, whether in electronic, paper or other equivalent form, provided by Vendor and in connection with any updates, modifications and improvements to the Licensed Software, regardless of form or media.

“Executable Code” means the fully compiled version of a software program that can be executed by a computer and used by an end user without further compilation.

“Effective Date” means the date the Agreement or Addendum becomes effective, or, if absent, the date the document was signed by Client for the products or services being purchased.

“Fees” has the meaning set forth in Section 3.1 below.

“Hardware” means computer servers, desktops, mobile computing devices and/or other data storage appliances.

“Indemnified Parties” means the officers, directors, employees and agents of the party seeking indemnification.

“Intellectual Property Rights” means, collectively, all worldwide intellectual property rights in and to any works of authorship, moral rights,

copyrights, trademarks, service marks, patents, designs, trade secrets and algorithms.

“Licensed Software Products” or “Vendor Software” means the machine-readable, object-code version of the software licensed by Vendor, including all related Documentation and any modified, updated or enhanced versions of the program that Vendor may provide to Client, as set forth in the appropriate Statement of Work and under the terms and conditions of this Agreement and attached Addenda.

“Product Maintenance Services” means on-going services provided by Vendor to Client as set forth in the CountyOne Maintenance and Support Agreement or the CountyOne Express Software License Agreement.

“Output” means any work product, forms, checks, statements, reports interfaces to third parties, or information provided by Vendor or Vendor Products.

“Products” means items purchased by Client in accordance with applicable Addendum: Licensed Software Products, Subscription Services, Support Services, Professional Services, and Product Customization.

“Professional Services” means implementation, training, installation and data recovery, migration and restoration services and other professional services provided by Vendor to Client, but specifically excluding Support Services and Subscription Services.

“Support Services” means support provided by Vendor for Licensed Software Products, or Web Services. Support Services are limited to defect support and problem resolution.

“Subscription Services” means software-based services that are provided to the Client by the Vendor in on a re-occurring basis.

“Source Code” means the human-readable version of a software program than can be compiled into Executable Code.

“Statement of Work” means a written description of work signed by the parties pursuant to which Vendor provides Professional Services to Client and is covered by the terms and conditions of this Agreement.

“Taxes” has the meaning set forth in Section 3.4.

“Term” has the meaning set forth in Section 10.1.

“Third Party Software” means any software, licensed as a standalone product or as a part of software that is not owned by Vendor.

“Training” means educational services conducted by Vendor staff to educate Client on the features and use of Products. Training sessions generally cover multiple topics. Training does not include Support Services.

2 SCOPE OF AGREEMENT.

This Agreement states the terms and conditions pursuant to which Vendor will provide Products to the Client. These general terms and conditions may be supplemented by the Addenda attached hereto and identified in Table A. Client understands that all Products purchased by the Client as part of this agreement are provided as is. Any Client specific changes to the Products will require an Amendment as defined in section 12.3.

3 FEES AND PAYMENT

3.1 Fees.

Client will remit to Vendor all applicable fees, including but not limited to License, maintenance, subscription, professional service and other fees (if any) for those Products purchased by Client, as set forth in the applicable License Agreement, Maintenance Agreement, or Statement(s) of Work (collectively, "Fees"). In addition, Client shall reimburse Vendor for any reasonable expenses, including travel, incurred in the performance of Professional Services. All Fees are non-refundable, unless otherwise stated in this Agreement or executed Addendum.

3.2 Payment.

Payments due under this Agreement shall be made in U.S. currency in the amounts and at the times set forth in the applicable License Agreement, Maintenance Agreement, or Statement of Work or, if not indicated therein, within thirty (30) days of the date of invoice. Interest and late payment penalties shall accrue on any amounts not paid when due per Virginia Code.

3.3 Suspension of Services

Vendor may, at its sole discretion, suspend Client's right to use any product under this Agreement if Client fails to remit any payment when due within thirty (30) days after receiving written notice from Vendor that payment is past due. This section does not in any way waive any of Vendor's rights under this Agreement.

3.4 Taxes.

All Fees are exclusive of any sales, value-added, foreign withholding or other government taxes, duties, fees, excises, or tariffs imposed on the production, storage, licensing, sale, transportation, import, export, or use of the Products or performance of any services (collectively, "Taxes"). If the Vendor is assessed taxes related to services provided under this Agreement, Client will be responsible for, and will reimburse the vendor. For the purpose of this section, reimbursement of taxes shall be considered a payment and will be subject to the terms and conditions set forth in section 3.2.

4 OWNERSHIP

4.1 Title

Client acknowledges, represents and warrants that title to and ownership of the Licensed Products, Systems, and Documentation, including all corrections, enhancements, or other modifications to the Licensed Software, Products, Systems, and Documentation, are the sole and exclusive property of Vendor. This includes all material displayed on the screen or generated, such as Icons, Screen displays, etc.

4.2 Proprietary Rights Notices.

Client shall not delete, alter, cover, or distort any copyright, trademark, or other intellectual property rights placed on or in the Products and shall ensure that all intellectual property rights are reproduced on all copies thereof.

5 CONFIDENTIALITY

5.1 Obligations.

Each party acknowledges that, in the course of the performance of this Agreement, it may obtain the Confidential Information of the other party. The duty to protect any Confidential Information shall survive the Termination of this Agreement. Vendor and Client shall take all reasonable steps to prevent the unauthorized disclosure of and maintain the confidentiality of the Confidential Information of Discloser. Recipient shall not disclose the Confidential Information of Discloser to any employees or third parties except as specifically authorized by Discloser. Vendor and Client shall use their best efforts to ensure that any Recipient has at least an equivalent confidentiality obligation and that Recipient shall be liable for any breach by such individual or entity. However, the parties acknowledge and agree that, notwithstanding such measures taken to prevent unauthorized disclosure, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain

access to Confidential Information. The Confidential Information disclosed by Discloser may only be used by Recipient as necessary to perform its obligations or exercise its rights under this Agreement. Moreover, Recipient agrees to give Discloser prompt notice that the confidential information of Discloser has been disclosed or compromised.

5.2 Exceptions.

The obligations set forth in Section 5.1 will not apply to any information that is required to be disclosed by:

- (a) An authorized court or other governmental body or;
- (b) Otherwise required by law. Such disclosure will not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Recipient will provide prompt written notice thereof to Discloser.

6 LIMITED WARRANTIES AND DISCLAIMERS

6.1 Assumption of Responsibility.

Client assumes all responsibility for the selection of, appropriateness of, use of, and results obtained from the Products and Output. Furthermore, client warrants that it is solely responsible for setting up and administering internal controls to verify the accuracy of the Products' Output on an ongoing basis. Warranties, express or implied, extend solely to Client and not to any third parties.

6.2 DISCLAIMER.

EXCEPT AS EXPRESSLY WARRANTED IN THE APPLICABLE PRODUCT ADDENDUM, THE PRODUCTS ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATIONAL CONTENT OR RESULTS, OR SYSTEM INTEGRATION, OR ANY WARRANTIES OR CONDITIONS ARISING UNDER ANY OTHER LEGAL REQUIREMENT. VENDOR MAKES NO WARRANTY THAT THE PRODUCTS WILL RUN PROPERLY ON ALL HARDWARE, THAT THE LICENSED SOFTWARE, HOSTED SERVICES OR OTHER PRODUCTS WILL MEET THE NEEDS OR REQUIREMENTS OF CLIENT OR ITS USERS, WILL OPERATE IN THE COMBINATIONS THAT MAY BE SELECTED FOR USE BY CLIENT OR ITS USERS, THAT THE LICENSED SOFTWARE OR HOSTED SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

7 INDEMNIFICATION

7.1 Infringement Indemnity.

Vendor shall, at its expense, defend or settle any claim, action or allegation brought against Client that the Licensed Software Products infringes any patent, copyright, trade secret or other proprietary right of any third party and shall pay any final judgments awarded or settlements entered into, provided that Client gives Vendor prompt written notice of any such claim, action or allegation of infringement and gives Vendor the authority to proceed as contemplated herein. Vendor will have the exclusive right to defend any such claim, action or allegation and make settlements thereof at its own discretion, and Client may not settle or compromise such claim, action or allegation, except with prior written consent of Vendor. Client shall give such assistance and information as Vendor may reasonably require to settle or oppose such claims. In the event any such infringement, claim, action or allegation is proven, Vendor may, at its sole option and expense:

- a) procure for Client the right to continue use of the Licensed Software or infringing part thereof; or
- b) modify or amend the Licensed Software or infringing part thereof, or replace the Licensed Software or infringing part thereof with other software having substantially the same or better capabilities; or,
- c) terminate this Agreement and repay to Client 75% of the License

Fee if such occurred within 1 year of the date of this Agreement, 50% if such occurred between 1-2 years of the date of this Agreement, and 25% if such occurred between 2-3 years of the date of this Agreement. Vendor and Client will then be released from any further obligations of indemnification provided for above and such other obligations that survive termination.

The foregoing obligations shall not apply to the extent the infringement arises as a result of modifications to the Licensed Software made by any other party other than Vendor or Vendor's authorized representative. In addition, the foregoing states the entire liability of Vendor and Client's exclusive remedy with respect to infringement of any patent, copyright, trade secret or other proprietary right.

7.2 Entire Obligation.

THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 7 IS EACH PARTY'S ENTIRE OBLIGATION AND LIABILITY FROM OR RELATED TO THIS AGREEMENT REGARDING THIRD PARTY CLAIMS.

8 LIMITATION OF LIABILITY

8.1 Waiver of Consequential Damages.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR: (A) THIRD PARTY CLAIMS OR LIABILITIES OTHER THAN THOSE IDENTIFIED IN SECTION 7; OR (B) ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE TO DATA, INACCURACY OF DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS OR LOSS OF GOODWILL, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.

8.2 Cap on Liability.

IN NO EVENT WILL THE TOTAL LIABILITY OF VENDOR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEES PAID BY CLIENT, FOR THE SERVICE OR PRODUCTS IN QUESTION, TO THE VENDOR UNDER THE APPLICABLE PRODUCT ADDENDUM, OR THE CAPS ON LIABILITY SET FORTH IN THE APPLICABLE PRODUCT ADDENDUM, NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER. IN NO EVENT WILL VENDOR'S LICENSORS OR THIRD PARTY PROVIDERS BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT.

8.3 Disclaimer.

THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, AND STATUTORY CLAIMS. EACH OF THE PARTIES ACKNOWLEDGES THAT IT UNDERSTANDS THE LEGAL AND ECONOMIC RAMIFICATIONS OF THE FOREGOING LIMITATIONS, AND THAT THE FOREGOING LIMITATIONS ALLOCATE THE VARIOUS RISKS BETWEEN THE PARTIES AND FORM AN ESSENTIAL PART OF THE AGREEMENT OF THE PARTIES.

9 STATEMENTS OF WORK

This agreement may be extended by one or more Statement(s) of Work that are signed by authorized representatives of the Client and Vendor. Each Statement of Work shall be sequentially numbered. Each Statement of Work shall contain its own payment schedule. The total not-to-exceed obligation of the Client shall be included in each Statement of Work, and shall be approved by the Client's Purchasing Department or other department authorized by Client. Unless specifically stated otherwise, all terms of this agreement shall be fully in force for all work performed under any and all Statement(s) of Work.

10 TERM AND TERMINATION

10.1 Term.

This Agreement will commence upon the Effective Date and will continue for the period set forth in the applicable License Agreement, Maintenance Agreement, and Statement(s) of Work ("Term"), (subject to the renewal terms set forth in the applicable addendum) unless earlier terminated in accordance with the provisions of this Agreement.

10.2 Termination

Either party may terminate this Agreement and applicable addenda upon written notice;

(a) if the other party materially breaches this Agreement, including any applicable addenda, and fails to Cure such breach within ninety (90) days after receiving specific written notice of "Breach of Contract" from the non-breaching party;

(b) Vendor may terminate this agreement and applicable addenda if Client fails to pay any portion of the Fees when due within thirty (30) days after receiving written notice from Vendor that payment is past due. Additional termination rights are set forth in the warranty and/or termination provisions in the applicable Addendum.

10.3 Obligations upon Termination.

Upon the termination or expiration of this Agreement:

(a) Client shall promptly pay in full all outstanding payments due to Vendor (but in any event, no later than thirty (30) days following the date on which termination or expiration is effective);

(b) all licenses granted hereunder (if any) will immediately terminate and Client shall immediately cease all use of the Products;

(c) Client shall remove all copies of the Licensed Software from its computer systems. The expiration or termination of this Agreement does not relieve either party of any obligations that have accrued on or before the effective date of the termination or expiration.

10.4 Survival.

The following Sections will survive the termination or expiration of this Agreement: 1 and 4 through 10, and any other provisions of this Agreement, including any Product Addenda, that by reasonable interpretation are intended by the parties to survive the termination or expiration of this Agreement.

11 GENERAL LIABILITY INSURANCE

Vendor will maintain General Liability insurance. Upon request by Client, Vendor will cause a certificate of liability coverage to be issued naming Client. This certificate is issued to the Client as a matter of information only and confers no rights upon the certificate to the Client. This Certificate does not amend, extend or alter the coverage afforded by the Insurer to the Vendor.

12 GENERAL

12.1 Reservation of Rights.

All rights not expressly granted to Client in this Agreement are reserved by Vendor.

12.2 Amendment.

This Agreement may be amended or supplemented only in writing. The amendment must refer explicitly to this Agreement and must be signed by both parties. All other agreements whether verbal, implied or written are not binding to either party.

12.3 Waiver.

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing, and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party,

whether express or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

12.4 Severability.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree that any invalid provision will be deemed to be restated so as to be enforceable to the maximum extent permissible under law consistent with the original intent and economic terms of the invalid provision.

12.5 Relationship of Parties.

The parties to this Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither party will have, and will not represent that it has, any power, right or authority to bind the other party, or to assume or create any obligation or responsibility, express or implied, on behalf of the other party or in the other party's name.

12.6 Non-Exclusive Relationship.

This Agreement is non-exclusive. Each party will be free to enter into other similar agreements or arrangements with other third parties.

12.7 Assignment.

Neither party will indirectly or directly transfer or assign any rights under this Agreement, in whole or part, without the prior written consent of the other party. Notwithstanding the foregoing, the Vendor may, without the prior written consent of the other party, assign in its entirety or in part this Agreement and the attached addenda to a subsidiary or affiliated entity as part of a divestiture, corporate reorganization or consolidation or to another party in connection with a merger, acquisition, or sale of substantially all assets or stock to which this Agreement relates, provided the successor agrees in writing to assume all of the assigning party's obligations hereunder. Any assignments contrary to this Section 12.8 will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

12.8 Compliance with Laws.

Each party shall be responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business and this Agreement, and agrees to comply with all such laws, regulations and other legal requirements.

12.9 Force Majeure.

Except for Client's payment obligations under this Agreement, neither party will be liable for any failure or delay in performance under this Agreement which might be due in whole or in part, directly or indirectly, to any contingency, delay, failure, or cause of, any nature beyond the reasonable control of such party. Such causes include, without in any way limiting the generality of the foregoing, fire, explosion, earthquake, storm, flood or other weather, unavailability of necessary utilities or raw materials, power outage, strike, lockout, unavailability of components, activities of a combination of

workmen or other labor difficulties, war, act of terrorism, insurrection, riot, act of God or the public enemy, law, act, order, export control regulation, proclamation decree, regulation, ordinance, or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement).

12.10 Inspection.

Client will permit Vendor or its representatives to review Client's relevant records and inspect Client's facilities and systems to ensure compliance with the Agreement. Vendor will give Client at least ten (10) days advance notice of any such inspection and will conduct the same during normal business hours in a manner that does not unreasonably interfere with Client's normal operations.

12.11 Notices.

All notices, consents, and approvals under this Agreement must be delivered in writing by courier, by overnight mail service or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth beneath such party's signature and will be effective upon receipt. Either party may change its address by giving written notice of the new address to the other party. The parties may agree that eMail constitutes a valid notice.

Vendor: Avenity, Inc.
Attn: Cathleen Agrios
11325 Random Hills Rd, Suite 340
Fairfax, VA 22030

Client: Dinwiddie County, Virginia
Attn: Procurement Officer
PO Box 70
Dinwiddie, VA 23841

12.12 Press Release.

No other press releases that mention the other party shall be issued without the other party's prior written approval. Client agrees to allow Vendor to list client as a customer.

12.13 Construction of Agreement.

This Agreement has been approved by the respective parties hereto and the language hereof will not be construed for or against any party. The titles and headings herein are for reference purposes only and will not in any manner limit the construction of this Agreement, which will be considered as a whole.

12.14 Counterparts and Electronic Signatures.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Each party agrees that electronic or facsimile signatures of authorized representatives of either party will be binding for the purposes of executing this Agreement.

WITNESS WHEREOF, each of the parties hereto has caused this Agreement and addendum/addenda (identified in Table A) attached to this Agreement to be executed as of the Effective Date in duplicate by its duly authorized officer or representative.

Effective Date: 10/26/2021 | 8:21 AM EDT

Vendor:
By: Cathleen M Agrios
Name (Print): Cathleen Agrios
Title: CEO, Avenity, Inc.
Date: 10/25/2021 | 6:17 PM EDT

Client:
By: W. Kevin Massengill
Name (Print): W. Kevin Massengill
Title: County Administrator
Date: 10/25/2021 | 8:32 AM EDT



COUNTYONE EXPRESS SOFTWARE LICENSE AGREEMENT

This Software License Agreement is entered into as of the date of the last signature affixed hereto, by and between Avenity, Inc. (“Avenity”), with its main office located at 11325 Random Hills Rd, Suite 340, Fairfax, Virginia 22030, and Dinwiddie County, Virginia (“Locality”).

1. BACKGROUND

- A. Avenity has developed and owns computer software for tax processing called RevenueOne[®].
- B. Avenity has developed and owns computer software for cashiering in a government environment called CashOne[®].
- C. Avenity has developed and owns internet-enabled computer software for Citizen Self Service called CountyOne[®] Taxpayer Portal.
- D. Locality desires to obtain a license to use RevenueOne and/or CashOne (collectively referred to as “CountyOne[®]”) from Avenity.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants, conditions, representations and warranties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

2. DEFINITIONS

- 2.1 “Licensed Software” shall mean the computer programs in machine readable object code form listed in Exhibit A attached hereto supplied to Locality by Avenity pursuant to this Agreement, and the instruction manuals and other user documentation for such computer program(s).
- 2.2 “CountyOne Maintenance and Support Agreement” shall mean an annual agreement to provide customer support services for the Licensed Software which may include maintenance, support, interfaces, correction of product errors, product education and product upgrades as they become available.
- 2.3 “CountyOne” shall mean the integrated software suite consisting of RevenueOne[®], a revenue management software package developed and wholly owned by Avenity;

CashOne®, a cashiering software package developed and wholly owned by Avenity; and CountyOne® Taxpayer Portal, an internet-enabled citizen self-service software package developed and wholly owned by Avenity.

- 2.4 “CountyOne Express” shall mean a restricted license of the Licensed Software where the software is used as a service on an automatically renewing annual basis and the annual fee for the use of the Licensed Software includes maintenance and support of the computer programs for that period. A CountyOne Express license covers the current baseline version of the Licensed Software and specifically excludes the following: any customizations of the Licensed Software, including but not limited to, customizations of tax returns, bills, and letters; customizations of standard reports; development or support of custom interfaces; the availability of source code for the Licensed Software.
- 2.5 “Equipment” shall mean the computer system, including peripheral equipment and operating system software, owned or leased by the Locality with which the software is licensed for use.

3. GRANT OF RIGHTS

Avenity hereby grants a nontransferable, nonexclusive, nonassignable, revocable (as set forth in the termination provision below) license to Locality to install, display, use and execute the Licensed Software on Locality’s Equipment in machine readable form in support of the business activities of the Locality. Locality may install an unlimited number of copies of the Licensed Software for use by the Locality in support of its business activities. However, Locality may not use the Licensed Software beyond the scope set forth in this Agreement and shall not provide, disclose, divulge or make available to, or permit use of the Licensed Software by any third party, including without limitation other localities within the Commonwealth of Virginia, without Avenity’s prior written consent.

4. OWNERSHIP AND USE RESTRICTIONS

4.1 OWNERSHIP

Locality acknowledges that the Licensed Software, all enhancements, corrections, modifications, customizations (including any and all enterprise services) and interfaces to the Licensed Software (regardless whether made by Avenity, Locality or anyone else), all copyrights and copyright registrations, patent rights, trade secrets, trademarks, service marks, trademark and service mark registrations or other intellectual property rights protecting or pertaining to any aspect of the Licensed Software (or any enhancements, corrections, modifications, customizations or interfaces), related goodwill and confidential and proprietary information, and the related documentation, are and shall remain the sole and exclusive property of Avenity and, where applicable, Avenity’s suppliers. The rights and licenses granted herein shall not constitute a conveyance of title or transfer of an ownership

interest in the Licensed Software (or any enhancements, corrections, modifications, customizations, or interfaces) or any proprietary rights to Locality, but instead gives Locality only the limited rights to use the Licensed Software as set forth in Section 2. Avenity reserves all rights not expressly granted by this Agreement, and Locality agrees never to challenge Avenity's rights therein or the validity of this license.

4.2 RESTRICTIONS

Except as expressly set forth in this Agreement, Locality has no right to: use, make, sublicense, lease, sublease, modify, transfer, rent, sell, display, distribute or copy originals or copies of the Licensed Software or the related documentation, or to permit anyone else to do so; or, remove or alter any trademark, logo, copyright or other proprietary notices associated with the Licensed Software.

4.3 TRANSFER

Locality shall not assign or transfer its rights under this Agreement or its rights to the Licensed Software.

4.4 TRADE SECRETS

Locality acknowledges that the Licensed Software, in its source code form, and the documentation, appearance, structure and organization of the Licensed Software contains valuable trade secrets and/or are confidential/proprietary information belonging to Avenity, which was developed at the substantial time and cost of Avenity and is of significant value to Avenity. Locality agrees that it will not itself, or through any affiliate, agent or other third party (a) sell, lease, license or sub-license the Licensed Software or any part thereto; (b) decompile, disassemble, or reverse engineer the Licensed Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Licensed Software or any confidential or proprietary information; or (d) provide, disclose, divulge or make available to, or permit use of the Licensed Software by any third party without Avenity's prior written consent.

5. DELIVERY OF LICENSED SOFTWARE

All Licensed Software will be shipped at Avenity's expense by Avenity to Locality. The mode of shipment and carrier will be selected by Avenity.

6. LICENSE FEE

In consideration of the License granted pursuant to Section 2, Locality agrees to pay Avenity the License Fee(s) specified in Exhibit A. All amounts payable hereunder by Locality shall be payable without deductions for taxes, assessments, fees, or charges of any kind. The License Fee is due and payable in full within thirty (30) days after receipt of the Licensed

Software, or as otherwise specified in Exhibit A. The License Fee due from Locality under this Agreement may not be withheld or offset by Locality against other amounts owed by Locality for any reason unless agreed to in writing by Avenity. A late payment charge of 1% per month of the late payment amount may be applied by Avenity to payments not received within 45 days of billing.

7. PRODUCT MAINTENANCE AND SUPPORT

If Locality purchases a full CountyOne license, Locality is not entitled to any maintenance or support for the Licensed Software or any upgrades or enhancements under this Agreement. Locality may purchase from Avenity maintenance and support pursuant to the terms, conditions, and pricing of Avenity's Maintenance and Support Agreement, provided separately.

If Locality purchases a CountyOne Express license, Locality is entitled to basic maintenance as specified in Exhibit B. Maintenance is in effect for the period covered by the Locality's Annual License as specified in Exhibit A.

8. LIMITED WARRANTY

Avenity warrants that it owns or has the right and authority to license the Licensed Software on the terms and conditions of this Agreement. Furthermore, Avenity warrants to Locality that at the time of shipment the Licensed Software shall perform substantially in accordance with the software related documentation for ninety (90) days after delivery to Locality provided that Locality uses the Licensed Software in accordance with the related documentation and instructions provided by Avenity. The Licensed Software is subject to the stability and capability of the Locality's existing operating system(s). AVENITY DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL OPERATE PROPERLY WITH OTHER HARDWARE OR SOFTWARE, THAT THE LICENSED SOFTWARE WILL MEET LOCALITY'S REQUIREMENTS OR EXPECTATIONS OR THAT OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

9. DISCLAIMER OF WARRANTIES

EXCEPT AS SET FORTH IN SECTION 7, THE LICENSED SOFTWARE IS PROVIDED AND LICENSED TO THE LOCALITY "AS IS" AND AVENITY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE LICENSED SOFTWARE AND THEIR CONTENTS, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR ORAL OR WRITTEN INCLUDING WITHOUT LIMITATION ANY AND ALL WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT AVENTITY KNOWS, OR HAS REASON TO KNOW, HAS BEEN ADVISED OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE).

10. LIMITATION OF LIABILITY

10.1 CUMULATIVE LIABILITY

LOCALITY AGREES THAT THE CUMULATIVE LIABILITY OF AVENTITY FOR ALL CLAIMS OF ANY NATURE RELATED TO THE LICENSED SOFTWARE OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, PATENT OR COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL LICENSE FEES THAT LOCALITY HAS ACTUALLY PAID UNDER THIS AGREEMENT. AVENTITY SHALL NOT BE LIABLE AND LOCALITY COVENANTS THAT IT WILL NOT ASSERT A CLAIM AGAINST AVENTITY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OR FOR ANY LOSS OF REVENUES, PROFITS, SAVINGS, OR DATA OR INTERRUPTION OF BUSINESS. LOCALITY HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE.

10.2 INFRINGEMENT INDEMNITY

Aventity shall, at its expense, defend or settle any claim, action or allegation brought against Locality that the Licensed Software infringes any patent, copyright, trade secret or other proprietary right of any third party and shall pay any final judgments awarded or settlements entered into, provided that Locality gives Aventity prompt written notice of any such claim, action or allegation of infringement and gives Aventity the authority to proceed as contemplated herein. Aventity will have the exclusive right to defend any such claim, action or allegation and make settlements thereof at its own discretion, and Locality may not settle or compromise such claim, action or allegation, except with prior written consent of Aventity. Locality shall give such assistance and information as Aventity may reasonably require to settle or oppose such claims. In the event any such infringement, claim, action or allegation is brought or threatened, Aventity may, at its sole option and expense:

- a) procure for Locality the right to continue use of the Licensed Software or infringing part thereof; or
- b) modify or amend the Licensed Software or infringing part thereof, or replace the Licensed Software or infringing part thereof with other software having substantially the same or better capabilities.

The foregoing obligations shall not apply to the extent the infringement arises as a result of modifications to the Licensed Software made by any other party other than Aventity. In

addition, the foregoing states the entire liability of Avenity and Locality's exclusive remedy with respect to infringement of any patent, copyright, trade secret or other proprietary right.

11. LOCALITY RESPONSIBILITY FOR USE OF LICENSED SOFTWARE

Locality is solely responsible for the use of the Licensed Software. In no event will Avenity be held responsible for any use of the Licensed Software. Locality is wholly responsible for the execution of its duties to the taxpayers and other interested parties, including the Commonwealth of Virginia. Locality agrees that the use of the Licensed Software or this agreement do not in any way transfer any responsibilities, duties, or obligations to Avenity.

12. PROPRIETARY INFORMATION

In the event that trade secrets, proprietary and/or confidential information of Avenity is disclosed to Locality in furtherance of this Agreement, including, but not limited to, the source codes for the Licensed Software ("Avenity's Proprietary Information"), Locality agrees that it shall retain in confidence and shall require its employees to retain in confidence all such information during the term of this Agreement and any renewal term and forever after any termination of this Agreement; provided, however, that if such proprietary information (i) was in the public domain or available to a third party without restrictions; or (ii) had been independently developed or known to Locality; or (iii) was disclosed as required by law to any governmental authority, then the foregoing restriction shall be inapplicable. Locality shall maintain the confidentiality of Avenity's Proprietary Information in the same manner and to the same degree as Locality keeps its proprietary information confidential in order to protect Avenity's proprietary information from unauthorized use or disclosure. Locality shall take all necessary action to enjoin the use by or further disclosure to any third party. Moreover, Locality agrees to give Avenity prompt notice that Avenity's Proprietary Information has been disclosed or compromised during the term of this Agreement, during any period while Locality is using the Licensed Software, and for a period of three (3) years after termination.

Notwithstanding Section 11 hereof, in the event that Locality becomes legally compelled (by FOIA request, by deposition, interrogatory, request for production of documents, subpoena, civil investigative demand or similar process) to disclose any of Avenity's Proprietary Information, Locality shall promptly notify Avenity in writing of any such request and the terms of the mandatory disclosure prior to disclosure, so that Avenity may seek a protective order or other appropriate remedy; Locality will cooperate fully with Avenity's efforts to obtain any such order and preserve the confidentiality of Avenity's Proprietary Information, or other remedy. Locality shall notify Avenity of such potential disclosure as early in advance as possible so that Avenity shall have the opportunity to take necessary measures to limit such disclosure. In the event that such protective order or other remedy is not obtained, Locality will furnish only that portion of Avenity's Proprietary Information of which Locality

is advised by opinion of counsel is legally required, and shall not be deemed to have breached Section 11 hereof because of such limited disclosure of Avenity's Proprietary Information.

13. TERM FOR COUNTYONE EXPRESS LICENSES

If Locality purchases a CountyOne Express license, the term of the restricted license will be for the year specified as the License Period for the Licensed Software in Exhibit A. This license will automatically renew each year for a period of one year on the License Renewal Date for the Licensed Software specified in Exhibit A, unless Locality (i) notifies Avenity in writing sixty (60) days in advance of the License Renewal Date; or (ii) fails to pay the annual license fee at the then-current rate before the License Renewal Date.

14. TERMINATION

The parties may terminate this Agreement by sixty (60) days written notice to the other party, provided that no such termination by Locality will entitle Locality to a refund of any portion of the License Fee. Upon termination by either party, the Locality will return or destroy all Licensed Software, materials, documentation, and proprietary information of Avenity.

15. GENERAL PROVISIONS

15.1 NOTICES

All notices and other communications required or permitted by this Agreement to be delivered by Avenity and Locality to the other party shall be delivered in writing to the address shown below, either personally, by electronic transmission, or by registered, certified or express mail, return receipt requested, postage prepaid, to the address for such party specified below or to such other address as the party may from time to time advise the other party, and shall be deemed given and received as of actual personal delivery, on the first business day after the date of delivery shown on any such electronic transmission, or upon the date of actual receipt shown on any return receipt if registered, certified or express mail is used, as the case may be. The parties may agree that eMail constitutes a valid notice.

Avenity: Avenity, Inc.
 Attn: Cathleen Agrios
 11325 Random Hills Rd, Suite 340
 Fairfax, VA 22030

Locality: Dinwiddie County, Virginia
 Attn: Procurement
 PO Box 70
 Dinwiddie, VA 23841

15.2 AMENDMENTS AND WAIVER

This Agreement may not be amended except by a writing executed by both Avenity and Locality. Either party's failure to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of that or any other of its rights hereunder at any later date or time.

15.3 SEVERABILITY; PROVISIONS SUBJECT TO APPLICABLE LAW

All provisions of this Agreement shall be applicable only to the extent that they do not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal or unenforceable under any applicable law. If any provision of this Agreement or any application thereof shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of other provisions of this Agreement or of any other application of such provision shall in no way be affected thereby.

15.4 COUNTERPARTS

This Agreement may be executed in separate counterparts, each of which shall be deemed an original but both of which taken together shall constitute but one and the same instrument.

15.5 AGREEMENT NOT VALID UNTIL SIGNED

This Agreement is not valid and binding unless and until the Agreement is signed by a duly authorized representative of the Locality and Avenity and exchanged with the other party.

15.6 GOVERNING LAWS AND FORUM

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Virginia without regard to its conflict of laws provisions. The parties hereto further agree that any action brought to enforce any right or obligation under this Agreement shall be subject to the exclusive jurisdiction of the courts of Dinwiddie County, Virginia and the U.S. District Court for the Eastern District of Virginia, Richmond Division.

15.7 ASSIGNMENT

This Agreement may not be transferred or assigned by Locality without the prior written approval of Avenity. Avenity may assign all or a part of this Agreement without the written consent of the Locality to any successor in interest to Avenity who assumes responsibility for Avenity's obligations hereunder or if necessary to satisfy the rules, regulations and/or orders of any federal, state or local governmental agency or body.

15.8 ATTORNEYS' FEES

In any action to enforce its rights hereunder, Avenity shall be entitled to reasonable attorneys' fees incurred in connection with such action or proceeding.

15.9 FORCE MAJEURE

With the exception of any payment obligations, neither party shall be liable for failing to perform its obligations hereunder (other than payment obligations) where delayed or

hindered by war, riots, embargoes, strikes or acts of its suppliers, accidents, acts of God, or any other event beyond its reasonable control.

IN WITNESS WHEREOF, Avenity and Locality have executed and delivered this Agreement as of the date affixed to their signatures below.

THIS AGREEMENT IS NOT VALID UNTIL SIGNED BY BOTH PARTIES

DINWIDDIE COUNTY, VIRGINIA

AVENITY, INC.

W. Kevin Massengill
Name: W. Kevin Massengill
Title: County Administrator
Date: 10/25/2021 | 8:32 AM EDT

Cathleen M Agrios
Name: Cathleen Agrios
Title: Chief Executive Officer
Date: 10/25/2021 | 6:17 PM EDT

EXHIBIT A: LICENSED SOFTWARE

All of the fees contained in this document are based on CountyOne version 7.0 license fees and Avenity's 2021 services rates.

RevenueOne® Express annual license and maintenance fee¹ \$ 55,000.00

License Period: [TBD, 2022] to [TBD, 2023]

CashOne® Express annual license and maintenance fee² \$ 15,000.00

License Period: [TBD, 2022] to [TBD, 2023]

CountyOne® Taxpayer Portal Express annual license and maintenance fee³ \$ 17,000.00

License Period: [TBD, 2022] to [TBD, 2023]

TOTAL: **\$ 87,000.00**

¹ RevenueOne® Express annual license and maintenance fee for initial year is \$55,000 and increases by 3% for each renewal year. The 3% license and maintenance fee increase will take effect for the first License Renewal after the License Period shown above.

² CashOne® Express annual license and maintenance fee for initial year is \$15,000 and increases by 3% for each renewal year. The 3% license and maintenance fee increase will take effect for the first License Renewal after the License Period shown above.

³ CountyOne® Taxpayer Portal Express annual license and maintenance fee for initial year is \$17,000 and increases by 3% for each renewal year. The 3% license and maintenance fee increase will take effect for the first License Renewal after the License Period shown above.

EXHIBIT B: COUNTYONE EXPRESS ANNUAL MAINTENANCE

1. ANNUAL MAINTENANCE

CountyOne Express includes Annual Maintenance with the annual license fee.

Annual Maintenance is the foundation of CountyOne support and is required for all support offerings. Annual Maintenance includes protection from critical bugs, upgrades containing the most up-to-date CountyOne functionality, legislative releases, and basic phone support to answer routine questions.

- a) Avenity will provide such support during Avenity's normal business hours, from 9:00 a.m. through 5:00 p.m., Monday through Friday, Eastern Time, excluding federal holidays.
- b) Avenity will provide telephone support to answer general questions about the operation of the CountyOne products, provided that the questions do not require access to Locality data or systems.
- c) Avenity will use commercially reasonable efforts to assist Locality to resolve problems and correct Critical defects as defined in this Agreement. Critical defect corrections include problem determination, defect correction, testing, and implementation of the corrections to the CountyOne software or CountyOne system settings.
- d) Avenity will provide defect correction and product enhancement releases as they become available. The timing and content of these releases will be at Avenity's sole discretion. RevenueOne and CashOne have both server components and client components. The CountyOne Taxpayer Portal is server side only. Update packages to server components will be delivered to the Locality directly by Avenity or be made available on the CountyOne support site, and may be downloaded and installed by Locality. Avenity will provide installation instructions for these releases. Often an update package will include updates to the CountyOne client software. Once the update package has been installed on the server, the latest version of the CountyOne client software is downloaded and installed automatically.

On rare occasions, a more complicated installation procedure may be necessary, and Avenity will schedule an installation window with the Locality so that Avenity may install it remotely. Additional installation services fees may be required for major product releases, which decision shall be at the sole discretion of Avenity.

- e) From time to time, Avenity will provide Legislative Releases including system changes to support changes to tax laws enacted by the Commonwealth of Virginia. The timing and content of these Legislative Releases will be at Avenity's sole discretion. Avenity will make reasonable efforts to complete Legislative Releases before they are needed by Locality. No additional license fees will be charged for Legislative Releases.

Update packages to server components will be delivered to the Locality directly by Avenity or be made available on the RevenueOne support site, and may be downloaded and installed by Locality. Avenity will provide installation instructions for these releases.

- f) Annual Maintenance covers the RevenueOne and/or CashOne and/or the CountyOne Taxpayer Portal baseline products.
- g) From time to time, a Locality may require additional professional assistance to analyze and remediate issues encountered by Locality. This professional assistance is not included in Annual Maintenance. For simplicity, the distinction between telephone support (which is included) and professional assistance (which is not included) will be the use of a connection to look at the Locality's system. If the issue is discovered to be caused by a software defect, the analysis time will be covered under Annual Maintenance.
- h) Annual Maintenance does not include releases that are requested by the Locality. The Locality may request additional support for releases, and Avenity will provide the support as professional assistance not covered under Annual Maintenance.
- i) Professional assistance will be provided at the 2021 standard rate of \$210/hr and will be billed monthly, due within 30 days of invoice date.
- j) Training days may be purchased at the 2021 standard rate of \$2,000/trainer/day excluding travel and materials costs. Training may be purchased in whole day increments.

2. YEAR END SUPPORT UPGRADE

Year End Support is in addition to Annual Maintenance and is offered to localities who wish to have Avenity provide on-site assistance with Fiscal Year End closing and Tax Year Setup tasks.

- a) Fiscal Year End closing support includes up to 4 days of on-site assistance with backups, data review, and reconciliation tasks.
- b) Tax Year Setup support includes up to 4 days of on-site assistance with System Administration settings review and updates.

The Locality may elect to purchase Year End support at any time. The Year End Support Upgrade is for a calendar year and costs \$11,520.00. Any unused hours related to this upgrade expire on December 31st each year.

3. REMOTE ACCESS PROCEDURES

Avenity requires Virtual Private Network (VPN) connections to all CountyOne installations to provide technical support and remote system upgrades. Specifically, Avenity requires remote desktop connection(s) to the RevenueOne and CashOne

server(s), as well as a remote desktop connection to a desktop machine for problem diagnostics.

Remote access is provided by installing a VPN server within the Locality bridging the local area network to the Internet. Locality may wish to provide this access only on an “on request” basis; namely, to manually enable the VPN server when they expect and authorize remote access to their machines. All response times in this Agreement do not include wait time for access to the RevenueOne or CashOne server and/or desktop machines at the Locality.

Avenity prefers to use native Windows VPN clients, but will also use other VPN clients provided by Locality.

4. EXCLUSIONS

Excluded from the coverage of this Agreement are services resulting from the misuse or improper use or modification of the Licensed Software by Locality or a third party, failure or interruption of computer equipment, or any other problem or issue external to the Licensed Software. Any unauthorized modification of the Licensed Software may be grounds for termination of this Agreement.

5. LOCALITY RESPONSIBILITIES

Locality is responsible for (a) notifying Avenity of all problems related to the Licensed Software which require assistance; (b) allowing Avenity’s representative access to the Licensed Software; and (c) providing any needed assistance from a Locality representative which may be necessary to perform the Maintenance and Support Services hereunder.

6. FORCE MAJEURE

With the exception of any payment obligations, neither party shall be liable for failing to perform its obligations hereunder (other than payment obligations) where delayed or hindered by war, riots, embargoes, strikes or acts of its suppliers, accidents, acts of God, or any other event beyond its reasonable control.

EXHIBIT C: J.D. POWER AND ASSOCIATES (JDPA) NADA VALUATION SERVICES

RevenueOne® provides real time valuation of properties for property classes with available valuation services. Avenity is an authorized Value Added Reseller (VAR) of vehicle pricing information from J.D. Power and Associates (JDPA) for our RevenueOne customers. Avenity provides the pricing information for the sole purpose of providing valuation information on the following RevenueOne property classes: automobiles, trucks, and motorcycles. The JDPA values will be used in RevenueOne for determining vehicle valuations for the purpose of calculating personal property tax. The JDPA Licensed Data Base provides NADA Official Used Car Guide® and NADA Official Older Used Car Guide Retail, Trade-In and Loan values, including adjustments for mileage and accessories. The pricing information may not be used for any other purpose.

Locality agrees to purchase the JDPA Pricing Information for one calendar year beginning [Month Day, YYYY]. The cost of the JDPA data is dependent on the number of valuations performed by Locality and will be provided separately.

With respect to services incorporating the JDPA Licensed Product (hereinafter, the “JDPA Licensed Data Base”) Locality agrees as follows:

- (1) Locality acknowledges that the license to use the JDPA Licensed Data Base granted hereunder shall not permit Locality to market, sublicense or utilize the JDPA Licensed Data Base and Data separate from or independent of the VAR’s Service.
- (2) Locality agrees to not disassemble, decompile, reverse engineer or otherwise modify or alter the JDPA Licensed Data Base and Data.
- (3) Locality agrees that the JDPA Licensed Data Base shall not be used as a data source from which a new valuation data base or valuation system may be created, and that vehicles will be valued individually as needed in the VAR’s Service.
- (4) Except as otherwise provided in the terms of this license agreement, Locality agrees not to reproduce, store in a retrieval system or transmit, in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise, any vehicle valuation information contained in the NADA Official Used Car Guide®, a registered trademark of the National Automobile Dealers Association, used under license by J.D. Power and Associates (hereinafter, the “JDPA Values”), without the prior written consent of JDPA.
- (5) Locality agrees that the responsibility for property valuations is the sole responsibility of the government of the Locality, and that neither Avenity nor JDPA are in any way responsible for the valuation of properties. The Locality agrees to indemnify Avenity and JDPA from any claims resulting from the use of the JDPA data.

Locality acknowledges and agrees that the JDPA Licensed Data Base, the JDPA Values, and all enhancements and derivative works thereof, are the sole property of JDPA and are subject to a valid copyright. Locality acknowledges that JDPA has created the JDPA Values and the JDPA Licensed Data Base at great time and expense and that the JDPA Values and the JDPA Licensed Data Base contain confidential and proprietary information protected by copyright and trade secret laws. Locality further

acknowledges that certain of its employees will become familiar with the JDPA Licensed Data Base, and that JDPA may suffer great harm if Locality, or its employees disclose the JDPA Licensed Data Base to a third party. Locality, therefore, agrees to: (a) hold the JDPA Licensed Data Base in strict confidence; (b) disclose the JDPA Licensed Data Base only to Locality's employees to whom knowledge is required for its proper use hereunder; (c) cause such employees to hold the JDPA Licensed Data Base in strict confidence; (d) take steps to prevent the accidental or otherwise unauthorized disclosure of the JDPA Licensed Data Base; and (e) establish and maintain safeguards against the destruction, loss or alteration of the Licensed Programs in the possession or control of Locality which are no less rigorous than those maintained by Locality for its own information but in no event less than commercially reasonable. The confidentiality obligations of Locality contained in this paragraph shall survive termination of this agreement.



September 16, 2021

Dear Ms. Casey;

The purpose of this letter is to describe the pricing, payment schedule, and timeline to implement Avenity's CountyOne suite for Dinwiddie County's Revenue and Tax Management System (RFP 22-072321).

- The CountyOne Express Recurring Costs and Year One Costs were originally provided in Avenity's proposal dated August 17, 2021. The County has selected to implement all of the CountyOne Express modules (RevenueOne, CashOne, CountyOne Taxpayer Portal) including data conversion. If version 7.0 of the software is implemented in 2022, as anticipated, the costs are as follows:

	Express Implementation Costs
Recurring Costs	
RevenueOne Express Annual Subscription Fee	\$ 55,000
CountyOne Taxpayer Portal Express Annual Subscription Fee	\$ 17,000
CashOne Express Annual Subscription Fee	\$ 15,000
Total Recurring Costs*	\$87,000
<i>*CountyOne Express Annual Subscription fees increase 3% per year</i>	
Startup Costs	
One-time License Fees	\$0.00
Installation Fees	
RevenueOne Installation Fee	\$ 35,000
CountyOne Taxpayer Portal Installation Fee	\$ 15,000
CountyOne Installation Fee	\$ 12,000
Training***	\$ 40,000
Travel (estimate)	\$5,000
Conversion (includes up to 400 hours of conversion support at a discounted hourly rate** of \$150/hr)	\$ 60,000
Total Startup Costs:	\$ 167,000
Total Year One Costs:	\$ 254,000
**Standard hourly rate for services is \$210/hr.	
***Additional training days, if desired, are billed at \$2,000 per trainer per day	



2. The CountyOne Express 5 Year Cost of Ownership remains the same as included in our proposal dated August 17, 2021:

	Year 1	Year 2	Year 3	Year 4	Year 5
Setup Costs	\$167,000				
Annual Subscription Fees (3% increase per year)					
RevenueOne	\$55,000	\$56,650	\$58,350	\$60,100	\$61,903
Taxpayer Portal	\$17,000	\$17,510	\$18,035	\$18,576	\$19,134
CashOne	\$15,000	\$15,450	\$15,914	\$16,391	\$16,883
Total Cost of Ownership (Express):	\$254,000	\$89,610	\$92,298	\$95,067	\$97,919

3. Avenity proposes the following Payment Schedule:

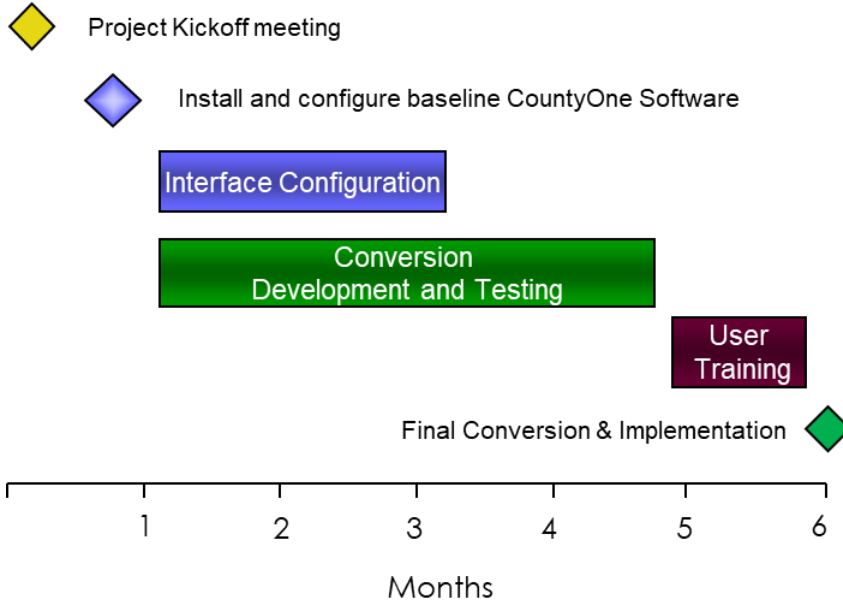
Payment	Milestone	Charge
Installation Services for Express Implementation (80%)	CountyOne Installed with Initial Configuration	\$49,600
CountyOne Express User License (80%)	CountyOne Installed with Initial Configuration. Billed at initial software installation at the beginning of implementation effort. The date of this initial installation is used as the subscription renewal date for CountyOne Express in subsequent years.	\$69,600
Training	Based on rate of \$2,000 per trainer per day. Billed monthly as incurred.	\$40,000
Project Travel	Billed monthly as incurred based on the then current GSA POV mileage and GSA lodging per diem rates for Richmond, Virginia.	\$5,000
Conversion Support	Based on an estimated 400 hours of conversion support at a discounted rate of \$150/hr. Billed monthly as incurred.	\$60,000
Installation Services for Express Implementation (20%)	CountyOne Configured for Production Use (billed at the earlier of 30 days after Acceptance by the County or use of the software in a Production environment)	\$12,400
CountyOne Express User License (20%)	CountyOne Accepted by County (billed at the earlier of 30 days after Acceptance by the County or use of the software in a Production environment)	\$17,400

Project Total \$254,000



- 4. Avenity proposes the following high-level timeline for the implementation of CountyOne for Dinwiddie County. A more detailed project plan with specific start and end dates will be determined with the County as the final conversion scope is selected and the schedule for the implementation of the Financial System and CAMA System are determined.

The configuration gathering work and initial installation of software are currently anticipated for Q1 2022 with a final conversion and implementation in early Q4 2022. These dates may be revised by the County and Avenity.



Kind Regards,

Cathleen Agrios, CEO
Avenity, Inc.
Cathleen@Avenity.com
571.234.5210

Certificate Of Completion

Envelope Id: 6FF87DA1F388498BB80B0F045FEBDD9D

Status: Completed

Subject: Contract with Avenity

Source Envelope:

Document Pages: 30

Signatures: 8

Envelope Originator:

Certificate Pages: 5

Initials: 0

Hollie Casey

AutoNav: Enabled

hcasey@dinwiddieva.us

Enveloped Stamping: Enabled

IP Address: 139.60.228.178

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: Hollie Casey

Location: DocuSign

10/20/2021 | 10:21 AM

hcasey@dinwiddieva.us

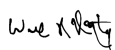
Signer Events**Signature****Timestamp**

William Hefty

bill@heftywiley.com

Legal Counsel

County of Dinwiddie

Security Level: Email, Account Authentication
(None)

Sent: 10/20/2021 | 10:35 AM

Viewed: 10/21/2021 | 02:47 PM

Signed: 10/21/2021 | 02:47 PM

Signature Adoption: Drawn on Device
Using IP Address: 98.213.248.225**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Jennifer Perkins

jperkins@dinwiddieva.us

Security Level: Email, Account Authentication
(None)**Completed**

Sent: 10/21/2021 | 02:47 PM

Viewed: 10/25/2021 | 07:45 AM

Signed: 10/25/2021 | 07:45 AM

Using IP Address: 139.60.228.178

Electronic Record and Signature Disclosure:

Accepted: 10/25/2021 | 07:45 AM

ID: 2aa7e555-7989-4e1e-b05d-f381c0cabe68

Company Name: Dinwiddie County

Lori Stevens

lstevens@dinwiddieva.us

Security Level: Email, Account Authentication
(None)**Completed**

Sent: 10/21/2021 | 02:47 PM

Viewed: 10/21/2021 | 04:44 PM

Signed: 10/22/2021 | 03:21 PM

Using IP Address: 139.60.228.178

Electronic Record and Signature Disclosure:

Accepted: 10/21/2021 | 04:44 PM

ID: fa0968cf-47ca-4722-b2aa-a62d52ce3181

Company Name: Dinwiddie County

W. Kevin Massengill

kmassengill@dinwiddieva.us

County Administrator

Dinwiddie County

Security Level: Email, Account Authentication
(None)

Sent: 10/25/2021 | 07:45 AM

Viewed: 10/25/2021 | 08:32 AM

Signed: 10/25/2021 | 08:32 AM

Signature Adoption: Pre-selected Style

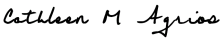
Using IP Address: 139.60.228.178

Electronic Record and Signature Disclosure:

Accepted: 4/17/2020 | 03:04 PM

ID: 42c6e72a-b34f-45d6-988d-e9d30e610ed4

Company Name: Dinwiddie County

Signer Events	Signature	Timestamp
Cathleen M Agrios cathleen@avenity.com Avenity, Inc. Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 70.191.58.26	Sent: 10/25/2021 08:32 AM Viewed: 10/25/2021 06:01 PM Signed: 10/25/2021 06:17 PM

Electronic Record and Signature Disclosure:
 Accepted: 10/25/2021 | 06:01 PM
 ID: cff690de-9857-4528-97e0-a09e32f4a437
 Company Name: Dinwiddie County

Hollie Casey hcasey@dinwiddieva.us Procurement Officer Dinwiddie County Security Level: Email, Account Authentication (None)	Completed Using IP Address: 139.60.228.178	Sent: 10/25/2021 06:17 PM Viewed: 10/26/2021 08:21 AM Signed: 10/26/2021 08:21 AM
------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------	-----------------------------------------------------------------------------------------------

Electronic Record and Signature Disclosure:
 Accepted: 9/15/2021 | 08:30 AM
 ID: fbb6381e-0224-48a7-8dcb-8e325672939f
 Company Name: Dinwiddie County

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Anne Howerton ahowerton@dinwiddieva.us Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 10/26/2021 08:21 AM
---------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------	-----------------------------

Electronic Record and Signature Disclosure:
 Accepted: 10/25/2021 | 01:30 PM
 ID: 50bf060a-74da-4fb6-86bb-dca902b30515
 Company Name: Dinwiddie County

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	10/20/2021 10:35 AM
Certified Delivered	Security Checked	10/26/2021 08:21 AM
Signing Complete	Security Checked	10/26/2021 08:21 AM
Completed	Security Checked	10/26/2021 08:21 AM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Dinwiddie County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Dinwiddie County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: hcasey@dinwiddieva.us

To advise Dinwiddie County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at hcasey@dinwiddieva.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Dinwiddie County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to hcasey@dinwiddieva.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Dinwiddie County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to hcasey@dinwiddieva.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Dinwiddie County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Dinwiddie County during the course of your relationship with Dinwiddie County.