



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

CONTRACT AWARD COVERPAGE

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|------------|--|------------------------|----------------------------------|
| TO: | LEVI, RAY & SHOUP, INC. 2401 WEST MONROE STREET SPRINGFIELD, ILLINOIS 62704 | DATE ISSUED: | NOVEMBER 3, 2023 |
| | | CONTRACT NO: | 24-HRD-SLA-367 |
| | | CONTRACT TITLE: | PENSIONGOLD MAINTENANCE SERVICES |

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

The contract documents consist of the terms and conditions of AGREEMENT No. 24-HRD-SLA-367 including all attachments and amendments thereto.

EFFECTIVE DATE: NOVEMBER 1, 2023
EXPIRES: OCTOBER 31, 2024
RENEWALS: THIS IS THE 1ST YEAR AWARD NOTICE OF A POSSIBLE 5 YEAR CONTRACT.
COMMODITY CODE(S): 92045, 96728
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT No. 24-HRD-SLA-367

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

| | | | |
|-------------------------------------|--|--------------------------------|-----------------------|
| <u>VENDOR CONTACT:</u> | DAN MCCAIN, SENIOR MANAGER | <u>VENDOR TEL. NO.:</u> | <u>(217) 725-2127</u> |
| <u>EMAIL ADDRESS:</u> | DAN.MCCAIN@LRS.COM | <u>COUNTY TEL. NO.:</u> | <u>(703) 228-3489</u> |
| <u>COUNTY CONTACT:</u> | AMY ROZIER (HRD) | | |
| <u>COUNTY CONTACT EMAIL:</u> | AROZIER@ARLINGTONVA.US | | |

PURCHASING DIVISION AUTHORIZATION

NAME: JAVIER ITURRALDE **TITLE:** PROCUREMENT OFFICER **DATE:** NOVEMBER 3, 2023



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

AGREEMENT NO. 24-HRD-SLA-367

THIS AGREEMENT is made, on 10/30/2023 between Levi, Ray & Shoup, Inc. (LRS), 2401 West Monroe Street, Springfield, Illinois 62704 ("Contractor"), an Illinois Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement
- Exhibit A – Software Maintenance and Support Terms
- Exhibit B – Contract Pricing
- Exhibit C – Nondisclosure and Data Security Agreement (Contractor)
- Exhibit D – LRS Problem Resolution Table
- Exhibit E – LRS Restated and Amended Master Source Code Escrow Agreement

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (County - Exhibit A), the primary purpose of the Work is PensionGold Maintenance and Support Services. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence, the work will commence on November 1, 2023, and must be completed no later than October 31, 2024 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the established contract prices (County Exhibit B) for not more than 4 additional 12-month periods, from November 1, 2024, to October 31, 2028 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the contract Pricing (County - Exhibit B) for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

6. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. Annual Maintenance Fee will be paid on November 1 of each year. All payments will be made from the County to the Contractor via ACH. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

The Contractor also must submit to the County's Project Officer its W-9 Form, which will include its Federal Employer Identification Number ("FEIN") or Social Security Number ("SSN"), whichever is applicable, before the County can process payment to the Contractor under the Contract.

The number of the County Purchase Order by which shipments have been made or services have been performed must appear on all invoices.

7. REIMBURSABLE EXPENSES

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Exhibit B includes all costs and expenses of providing the services described in this Contract.

8. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

9. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

10. COUNTY PURCHASE ORDER REQUIREMENT

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

11. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project if the County believes that the staff is not complying with the terms of the Contract. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees are the sole responsibility of the Contractor.

The Contractor must notify the County Project Officer at least 15 calendar days in advance of removing or replacing key personnel. The notification must contain identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience.

12. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.

- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

13. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

14. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

15. SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

16. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County. The Contractor may terminate the Contract if the County is in breach or default.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE.

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If either party terminates the Contract for breach or default of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the non-breaching party provides for an opportunity to cure). If the County terminates for breach or default, the Contractor will not be permitted to seek termination costs.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

17. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

The County will in no circumstances indemnify the Contractor, including pursuant to Section 9 of Exhibit A, Software Maintenance and Support Terms.

18. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

19. DATA SECURITY AND PROTECTION

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable County security and network resources policies provided to Contractor in writing, as well as all local, state and federal laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information;

documents; data; images; financial records; personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) **County's Non-Disclosure and Data Security Agreement.** The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Exhibit County-Exhibit C) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.
- (b) **Use of Data.** The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.
- (c) **Data Protection.** The Contractor will protect the County's Information according to standards established by federal law and Commonwealth of Virginia statutes including but not limited to the Government Data Collection and Dissemination Practices Act, Chapter 38 of Title 2.2 of the Code of Virginia (§ 2.2-3800 and 2.2-3803), Administration of systems including personal information; Internet privacy policy; exceptions, Code of Virginia, § 2.2-3803, and the Virginia Freedom of Information Act § 2.2-3700, et seq., and will adhere to industry best practices including the National Institute of Standards and Technology (NIST) SP 800-53 Security and Privacy Controls for Information Systems and Organizations and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.
- (d) **Security Requirements.** The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Devices (laptops, mobile phones, printers, copiers, fax machines, or similar) that store County Data utilize encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto devices, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.

- (e) **Conclusion of Contract.** Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County ensure the destruction of all Information that is in the possession the Contractor, its subcontractors, and/or agents. The Contractor must certify completion of this task in writing to the County Project Officer.
- (f) **Notification of Security Incidents.** The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any intended or unintended access to or use or disclosure of County Information.
- (g) **Subcontractors.** If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

20. ETHICS IN PUBLIC CONTRACTING

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

21. COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

22. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

23. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

24. RELATION TO COUNTY

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

25. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

26. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

27. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

28. AMENDMENTS

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

29. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

30. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

31. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

32. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

33. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

34. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

35. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

36. ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

37. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; AUDIT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND DATA SECURITY AND PROTECTION.

38. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

39. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

40. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Dan McCain, Senior Manager, Product Support
Levi, Ray & Shoup, Inc.
2401 West Monroe Street
Springfield, Illinois 62704
Phone: (217) 725-2127
Email: dan.mccain@lrs.com

TO THE COUNTY:

Amy Rozier, Project Officer
Human Resources Department
2100 Clarendon boulevard, Suite 511
Arlington, VA 22201
Phone: (703) 228-3489
Email: arozier@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

41. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

42. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

43. ACCESSIBILITY OF WEB SITE

If any work performed under this Contract results in the design, development or maintenance of or responsibility for the content or format of any County web sites or for the County’s presence on third-party web sites, the Contractor must perform such work in compliance with ADA.

44. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of “A-“ or better and a financial size of “Class VII” or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer’s liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Cyber Risk Exposure - Contractor shall maintain Cyber Risk and/or Technology Errors and Omissions Insurance coverage for itself and on behalf of its Personnel as set forth according to the following requirements. Cyber Risk Insurance with a minimum limit of liability of not less than Two Million Dollars (\$2,000,000) per occurrence. Such insurance shall cover Arlington County and its Agencies, and subsidiaries, and their respective Board members, officials, directors, managers, employees, agents and assigns as additional insureds for cyber-related incidents resulting in loss or damage arising out of Contractor’s equipment, products, Services, or software under this contract. In the event such policy is written on a claims-made basis then: (i) Contractor shall maintain such policy in effect for a period of not less than four (4) years after the last date that equipment, products, Services, or software are provided by Contractor under this contract or the applicable warranty period, whichever is longer; and (ii) such policy shall include a retro-active

coverage date preceding the first date that any equipment, products, Services or software are provided under this Agreement. At a minimum, such insurance shall extend the following coverages to the benefit of Arlington County and its Agencies: (a) privacy breaches (liability arising from the loss of, unauthorized access to or disclosure of confidential information); (b) network or system breach; (c) denial or loss of service; (d) introduction, implantation or spread of malicious software code, including specifically ransomware coverage; (e) unauthorized access to or use of computer systems, and no exclusion/restriction for unencrypted portable devices/media may be on the policy; (f) indirect and consequential damages arising out of a cyber-related event; and (g) the first party losses of Arlington to cover the cost of forensic and/or technical teams hired to investigate any security incident, attorney's fees, the cost of preparing and distributing a notification to affected individuals, the cost of running a centralized call center, the cost of two years of credit monitoring services for impacted individuals, and the cost of preparing and filing all required notices with governmental authorities, agencies, or interested parties globally.

- e. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- f. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- h. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all

damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

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

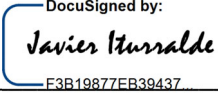
45. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

LEVI, RAY & SHOUP, INC. (LRS)

AUTHORIZED SIGNATURE:  F3B19877EB39437

AUTHORIZED SIGNATURE:  87C124D8D076423...

NAME: Javier Iturralde

NAME: Daniel McCain

TITLE: Procurement Officer

TITLE: Director, Product Support

DATE: 10/30/2023

DATE: 10/30/2023

Exhibit A

EXHIBIT A

SOFTWARE MAINTENANCE AND SUPPORT TERMS

These Software Maintenance and Support Terms are for the maintenance and service of the Base Software and Customized Software.

1.0 Definitions.

1.1 Additional Services: Shall mean services provided by LRS at County's request beyond the scope of the services to be provided pursuant to Section 4.0 of these terms.

1.2 Base Software: Shall mean the unmodified computer programs in object code and their Documentation licensed by LRS to County, pursuant to the License Agreement.

1.3 Critical Problem: Shall mean a failure, less serious than an Emergency Problem, causing serious inconvenience to users (e.g. system failure with a viable, but inconvenient, work around).

1.4 Customization: Shall mean additional functionality to the Base Software created by the Contractor, pursuant to the County's request.

1.5 Customized Code: Shall mean modifications of Customizations to the Base Software created by the Contractor as part of these terms.

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

1.7 Documentation: Shall mean the written material set forth in the form on the integrated online Help System contained within the Base Software of Customized Software as well as the Base Software or Customized Software's hard copy user's guide documentation.

1.8 EDM Module: Shall mean the PensionGold® Electronic Document Management Module. The EDM Module was licensed by LRS to the Arlington County Virginia Employees' Retirement System on or about June 30, 2004.

1.9 Emergency Problem: Shall mean a major system or module failure (e.g. inability to process retirement checks, errors causing system crash or data loss or corruption) that does not have a viable detour or work around available.

1.10 Enhancements: Shall mean improvements, fixes, modifications, changes or new releases to any version of the Base Software licensed pursuant to the License Agreement.

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

1.12 License Agreement: Shall mean that agreement entered into between the parties, dated September 10, 2002, as amended, concerning the licensed use of the Base Software and any modifications, changes or Customizations thereto.

1.13 Maintenance and Support Services or Maintenance: Shall mean those services described in Section 3 of these terms.

1.14 Maintenance Fee Basis: Shall mean the sum of the License Fee and the cost of all Customizations performed pursuant to these terms or any other agreement between the parties.

1.15 Member Services Customizations: For purposes of these terms, there are three types of Member Services Customizations:

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

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

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

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

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

1.18 Other Definitions: Other capitalized terms shall have the same meaning as set forth in the License Agreement, the Contract Documents or as defined herein.

2.0 Scope of Terms. Maintenance is optional, and County may at any time elect not to receive Maintenance without affecting County's rights under the License Agreement.

3.0 Maintenance Provided. As a condition precedent to receiving the services set forth in this Section 3.0, County must be operating with the current Release of the Base Software or the Release immediately preceding the current Release of the Base Software. LRS shall provide the following services to the County subject to the terms and conditions of these terms, including timely payment of fees by County.

3.1 Telephone support by qualified personnel to address bugs or apparent malfunctions in the Base Software and Customized Software, or for questions regarding the usage of the Base Software and Customized Software, shall be available between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday current U.S. Central Standard Time, excluding LRS holidays.

3.2 County may send two (2) attendees to LRS's annual user and executive conferences at no registration fee. (County may send additional attendees for a fee and subject to availability).

3.3 LRS shall use reasonable efforts to provide identification and resolution of problems or errors reported by County in the Base Software or the Customized Code. The priority of, and response time for addressing, reported problems shall be in accordance with the Problem Resolution Table attached as Exhibit D and incorporated by this reference.

3.4 LRS shall provide the following at no additional charge to County: (a) new Releases of the Base Software; (b) development of Fixes for Emergency Problems in the Base Software and application of the Customized Code to such Fixes; (c) upon County's written request, Fixes for errors in the Customized Code and application of the Customized Code to such Fixes; (d) application of Member Services Standard Customizations and Member Services Benefit Calculation Customizations to Fixes or new Releases.

3.5 Problems in the Base Software that are not Emergency Problems shall be addressed, in LRS's sole discretion, through new Releases made available at no additional charge to all customers receiving Maintenance or separate Fixes made available to County on a time and material basis at the then applicable hourly rate for Additional Services. In addition, except as provided in Section 3.4(b) and (d), LRS shall apply the Customized Code to new Releases and Fixes in the Base Software on a time and material basis at the then applicable hourly rate for Additional Services.

3.6 If in the reasonable judgment of the parties, an on-site visit to the County is necessary to solve an Emergency Problem, LRS will make an on-site visit. If LRS makes an on-site visit, County shall reimburse LRS pursuant to Section 7 of the Agreement. If the Emergency Problem was not caused by a defect in the Base Software or Customized Software, County shall reimburse LRS for its personnel who made the on-site visit at LRS' then current hourly rate.

3.7 If the County notifies LRS in writing of a law or regulation or a change thereto which the County requests LRS to incorporate into the Base Software, LRS, in its sole discretion, shall either treat the request as a request for Additional Services, or as a basis to formulate a new Release.

3.8 LRS will store the Customized Software and track all changes or additions made by LRS to the Customized Software. LRS will escrow the Customized Software on behalf of County in accordance with the Escrow Agreement dated December 2, 1999, as amended and restated (attached as Exhibit E).

4.0 **Exclusions.** LRS' Maintenance obligations set forth in Section 3.0 do not include circumstances where: (a) Corruption or loss of the Base Software, Customized Code, or data is due to hardware failure or fault; (b) Corruption or loss of the Base Software, Customized Code, or data is due to failure of the County to implement recommendations in respect of or solutions to faults previously advised by LRS or to install a Release or Fix made available under these terms; (c) County is in breach of these terms, or the License Agreement; (d) Service is required for any modification, change, or addition to the Base Software or Customized Code when such modification, change, or addition was not provided by LRS. If LRS can not replicate the existence of a reported problem by using the Customized Software in LRS' environment, LRS shall consider any services rendered to correct the problem and the time expended in identifying the problem as Additional Services.

5.0 **County Obligations.** The County will: (a) Ensure that the Base Software and Customized Software are used only as set forth in the License Agreement and operated and maintained in accordance with the Documentation; (b) Ensure that only adequately trained, competent and authorized persons are allowed to operate the Base Software and the Customized Software; (c) County will designate no more than two (2) trained, knowledgeable, individuals to act as County liaison to screen initial County problems and be the point of contact between LRS and County; (d) In the event of an actual or apparent malfunction of the Base Software or Customized Software, take all reasonable actions to document or record the form, nature, apparent cause or symptoms of the malfunction. Upon request, such documents or records shall be supplied or provided to LRS during the course of problem resolution.

Additionally, the County will perform user acceptance testing of completed Customizations within 30 days of delivery. During the testing period the County may reject the Customization by providing the Contractor with written notice specifying in what way the Customization does not conform to the request for the Customization. The Contractor must then submit a corrected Customization, subject to an additional thirty-day testing period.

6.0 **Additional Services.**

6.1 County can purchase blocks of hours at the then current rate for Additional Services or LRS shall charge the County at LRS' then current rates for Additional Services for any reasonable time, effort and expenses for the provision of or in connection with any of the following: (a) services not identified in Section 3.0 of these terms as provided at no additional charge; (b) services provided in connection with the fault of County, or in connection with other requests for service under Section 3.0 made by the County where such request is subsequently shown to be excluded under Section 4.0 of these terms; (c) Customizations requested and approved in writing by the County and a County Purchase Order is issued covering the expected cost of such services.

6.2 Upon receipt of a written request for a Customization from County, LRS shall

develop an estimate of the cost of the Customization. LRS shall be entitled to charge the County at the then applicable hourly rate for Additional Services for LRS' time spent developing the estimate for a Customization up to a maximum of 40 hours for each estimate. County shall not be responsible for any charge for an estimate in excess of 40 hours unless County approves such excess hours in writing. There will be no separate charge for Phase I estimate preparation if the County approves a Phase II customization request.

6.3 Except as otherwise provided, the provision of Additional Services shall be governed by the terms and limitations of these terms.

7.0 **Warranty; Exclusive Remedy.**

7.1 **Limited Warranty.** LRS warrants that it will perform the services hereunder in a workmanlike manner and that during the term of these terms the Customized Software will be free of Emergency Problems. However, LRS does not warrant that the Customized Software will be error free. THIS WARRANTY SHALL NOT APPLY TO ANY FAILURE OF THE CUSTOMIZED SOFTWARE TO FUNCTION AS WARRANTED ARISING FROM COUNTY'S FAILURE TO APPLY ANY RELEASE OR FIX MADE AVAILABLE PURSUANT TO SECTION 3.0 OF THESE TERMS, FROM COUNTY'S FAILURE TO CORRECT PROBLEMS IDENTIFIED PURSUANT TO SECTION 3.0 OF THESE TERMS, OR FROM ANY CIRCUMSTANCES SET FORTH IN SECTION 4.0 AS EXCLUDED FROM LRS' MAINTENANCE OBLIGATIONS.

7.2 **No Other Warranties.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN SECTIONS 7.1 AND 9.1 LRS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND PRODUCTS PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE.

7.3 **Exclusive Remedy.** COUNTY'S EXCLUSIVE AND SOLE REMEDY FOR BREACH OF THE WARRANTY PROVIDED IN SECTION 9.1 SHALL BE LIMITED TO REPAIR OF DEFECTS OR REPLACEMENT OF THE CUSTOMIZED SOFTWARE. IN THE EVENT LRS IS UNABLE TO EFFECTUATE SUCH REPAIR OR REPLACEMENT WITHIN A REASONABLE TIME, COUNTY SHALL BE ENTITLED TO A REFUND OF ALL AMOUNTS PAID TO LRS UNDER THESE TERMS DURING THE TWELVE (12) MONTHS PRECEDING THE NOTIFICATION OF THE PROBLEM AND ALL MONTHS FOLLOWING THE NOTIFICATION OF THE PROBLEM UNTIL THE DATE OF NOTICE THAT LRS CANNOT REPAIR OR REPLACE THE BASE SOFTWARE AND/OR CUSTOMIZED CODE.

8.0 **Limitation of Liability.**

8.1 EXCEPT FOR A CLAIM PURSUANT TO SECTION 9.0 LRS' TOTAL LIABILITY FOR DAMAGES UNDER THESE TERMS, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, OR WARRANTY), SHALL BE LIMITED TO THE FEES ACTUALLY PAID TO LRS UNDER THESE TERMS IN THE TWELVE (12) MONTHS PRECEDING THE BREACH. IN NO EVENT SHALL LRS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA, LOSS OF USE OR CLAIMS OF THIRD PARTIES) THAT MIGHT ARISE AS A RESULT OF THE PERFORMANCE OR BREACH OF THESE TERMS OR IN ANY WAY ARISES OUT OF OR IN CONNECTION WITH THESE TERMS.

8.2 Independent Remedies. The limitation of LRS' liability for the County's damages as provided in Section 8.1 shall be independent of the remedies provision of Section 7.3 and shall be valid and enforceable whether or not the remedies set forth in Section 7.3 "fail of their essential purpose" under the Uniform Commercial Code, the Uniform Computer Information Transactions Act, or similar laws applicable to these terms.

9.0 Warranty Against Infringement and Interference With Enjoyment.

9.1 Warranty/Exclusive Remedy. LRS warrants that any Fix, Release or Customization provided pursuant to these terms will be delivered free of the rightful claim of any third party by way of infringement or misappropriation of rights arising under the laws of the United States. LRS further warrants that no act or omission of LRS will result in a third party holding a claim (other than infringement) that interferes with County's enjoyment of the Base Software or Customized Software. COUNTY'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE FOREGOING WARRANTY IS SET FORTH IN SECTIONS 9.2 AND 9.3.

9.2 LRS' Duty To Indemnify. If a claim is made by a third party against County that, if true, would cause a breach of a warranty set forth in Section 9.1, LRS shall defend against such claim at its own expense and shall indemnify County and hold it harmless against any settlement or final judgment including an award of attorneys' fees, that may be awarded by a court of competent jurisdiction against County as a result of the foregoing; provided that County shall give LRS prompt written notice of such claim and shall provide LRS with all reasonable cooperation. LRS has no obligation to pay County's attorneys' fees, provided LRS has assumed the defense of the claim in a timely fashion. Further, LRS shall have no liability or duty to County for any claim pursuant to this Section if such claim is based on County's, or third party's addition, modification or change to the Base Software or Customized Software.

9.3 Contractor's Right To Correct. If a claim is made by a third party against County that, if true, would cause a breach of a warranty set forth in Section 9.1, or if LRS believes that a likelihood of such a claim exists, LRS shall, in LRS' sole discretion, procure for County the right to continue using the Base Software or Customized Software, modify it to make it compliant with the warranties set forth in Section 9.1 but continue to meet the Base Software's or Customized Software's functionality, or replace it with software of like functionality that complies with the warranties provided in Section 9.1; provided, however, if none of the foregoing is reasonably available to LRS, either party may Terminate these terms, in which case LRS shall refund to the County all amounts paid to LRS under these terms during the twelve (12) months immediately preceding the breach.

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

EXHIBIT B – COUNTY PRICING**PensionGold Products Maintenance and Support**

| <u>BEGIN DATE</u> | <u>END DATE</u> | <u>PENSIONGOLD / WMS M&S FEE</u> | <u>FURTHER CUSTOMIZATION OR ADDITIONAL SERVICES</u> |
|-------------------|-----------------|--------------------------------------|---|
| 11/1/2023 | 10/31/24 | \$136,101.35 | \$175.00 |
| 11/1/2024 | 10/31/25 | \$142,906.41 | \$175.00 |
| 11/1/2025 | 10/31/26 | \$150,051.73 | \$180.00 |
| 11/1/2026 | 10/31/27 | \$156,053.80 | \$180.00 |
| 11/1/2027 | 10/31/28 | \$162,295.96 | \$180.00 |

EXHIBIT C

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of Levi, Ray & Shoup, Inc. (LRS) ("Contractor"), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 24-HRD-SLA-367 (the "Project" or "Main Agreement") or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

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

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

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

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted ; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control. Any County Information that is accessible will not leave Contractor's work site or the County's physical facility, if the Contractor is working onsite, without written authorization of the County

Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, and running the latest version of an industry-standard virus protection program. The Contractor will ensure that all user accounts and passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested.

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

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

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

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

Exhibit D

Exhibit D PensionGold Problem Resolution Table

The Problem Resolution Table below describes the various priority levels and resolution time frames associated with the PensionGold related support tasks. The Priority Code will be mutually established between Contractor and County. Contractor agrees to take all reasonable steps necessary to resolve all PensionGold related support tasks according to this table.

Contractor Problem Resolution Table

| Error Priority | Contractor Acknowledgement Time Frame | Contractor Response Time Frame (not greater than) | Problem Closure Time Frame |
|-----------------------------|---------------------------------------|---|----------------------------|
| Emergency (1) | 1 Day | 2 Days | 180 Days |
| Critical (2) | 1 Day | 20 Days | 180 Days |
| Non-critical (3 or 4) | 2 Days | 45 Days | Next Appropriate Release |
| New Feature Suggestions (5) | 10 Days | 90 Days | Next Appropriate Release |

Definitions:

Error Priority

1. **Emergency Problem:** A major system or module failure (e.g. inability to accurately process retirement checks, errors causing system crash or data loss or corruption) that does not have a viable detour or work around available. Problem tracking priority 1.
2. **Critical Problem:** Failure (i.e. loss of functionality), less serious than an Emergency Problem, causing serious inconvenience to users (e.g. system failure with a viable, but inconvenient, work around). Problem tracking priority 2.
3. **Non-critical Problem:** All problems other than Emergency or Critical Problems. Problem tracking priority 3-4.
4. **New Feature Suggestion:** A request for new functionality in existing Software. These requests will be treated according to Section 6.0 ("Additional Services") of the Maintenance and Support Agreement.

Contractor Acknowledgment Time Frame

1. **Days:** Between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday current U.S. Central Time, excluding Contractor holidays. Contractor Response Time Frame begins at problem notification.
2. **All Priority Types:** Acknowledgment will consist of notification to County of Contractor's plan to achieve response and closure. Contractor reserves the right to adjust the priority type after discussing the problem with the client and determining an initial resolution.
3. **Payroll Processing Emergencies:** See Section 3.1 of Exhibit A ("Software Maintenance and Support Terms) of the Agreement.

Contractor Response Time Frame

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

2. **Emergency:** Response consists of the completion of all activities necessary to resolve a problem occurrence and, if appropriate, target a Release for Closure. A problem response will be one of the following:
 - A work around/detour
 - Software correction/fix
 - Notification of a non-PensionGold problem (e.g. user error, works as designed, etc.)
 - Notification of a Non-emergency problem which will not be solved.
3. **Critical:** Response consists of the completion of all activities necessary to resolve a problem occurrence and, if appropriate, target a Release for Closure. A problem response will be one of the following:
 - A work around/detour
 - Software correction/fix
 - Notification of a non-PensionGold problem (e.g. user error, works as designed, etc.)
 - Notification of a Non-critical problem which will not be solved.
4. **Non-critical:** Response consists of the completion of all activities necessary to resolve a problem occurrence and, if appropriate, target a Release for Closure. A problem response will be one of the following:
 - A work around/detour
 - Software correction/fix
 - A commitment for the next available Release
 - Notification of a non-PensionGold problem (e.g. user error, works as designed, etc.)
 - Notification of a Non-critical problem which will not be solved.
5. **New Feature Suggestion:** Response consists of one of the following:
 - Notification that such feature will be added to the existing Software and commitment of next available release
 - Notification that such feature will be added to the existing Software as an Additional Service as defined in Section 1.1 of Exhibit A.
 - Notification that the suggested feature has been considered and determined not to become a part of the existing Software.

Problem Closure Time Frame

1. **Day:** Between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday current U.S. Central Time, excluding Contractor holidays. Contractor Response Time Frame begins at problem notification.
2. **Emergency, Critical and Non-critical:** Closure consists of providing a final correction of the problem including revised Software and/or documentation as necessary.
3. **New Feature Suggestion:** Closure consists of:
 - New Release of the Software including the suggested feature
 - Notification that the suggested feature has been considered and determined not to become a part of the existing Software.

Exhibit E

RESTATED AND AMENDED MASTER SOURCE CODE ESCROW AGREEMENT

This Restated and Amended Master Source Code Escrow Agreement (“Agreement”) to be effective on the latest date set forth below, by and between LEVI, RAY & SHOUP, INC., whose principal office is located at 2401 West Monroe Street, Springfield, IL 62704 (“LRS”), and Illinois National Bank (“INB”), located at 322 East Capital Street, Springfield, IL 62701 (“Escrow Agent” or “INB”). This Agreement, on the date of last signature, replaces and supersedes any and all preceding Master Source Code Agreements.

WHEREAS, LRS desires to continue to deliver to Escrow Agent a copy of the source code (“Source Code Copy”) for the computer software products to be identified on Exhibit A in substantially the form of Exhibit A annexed hereto (“Product(s)”), which LRS desires Escrow Agent to keep in its possession for delivery to certain third parties listed on Exhibit B (“Licensees”), who are licensees of the respective LRS Products. Exhibit B also lists the Products licensed and the Licensee shall only be entitled to receive the Source Code for the Products it has licensed;

WHEREAS, LRS desires to continue to deliver to Escrow Agent back-up copies of its data, its business applications and other material to serve as disaster recovery backup (“Back-up Materials”), which shall be returned to LRS upon its request; and

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

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

A. SOURCE CODE

1. Delivery by LRS. Except as otherwise described in Attachment A-1, after execution of this Agreement, LRS shall continue to deliver to Escrow Agent a copy of the current release and the immediately preceding release of the Source Code Copy for the Products, completely documented and in machine and human readable forms along with Exhibits A and B.
2. Duplication; Updates; Changes. LRS agrees to deposit with Escrow Agent the Source Code Copy of any new Products and any modifications, updates, new releases or documentation related to the Source Code Copy after the same becomes publicly available by delivering to Escrow Agent an updated version of the Source Code Copy approximately once every month to every quarter depending upon the software, along with a superseding Exhibit A reflecting the new delivery. When LRS delivers an updated version of the Source Code Copy to Escrow Agent, Escrow Agent shall return to LRS the previous Source Code Copy it held in custody, if so requested by LRS. Both parties shall sign, initial and date the new superseding Exhibit A which shall record the delivery of the current Source Code Copy and Products, as well as Source Code Copy and Products that remain escrowed with Escrow Agent until requested by a third party or LRS as appropriate. Escrow Agent shall duplicate the Source Code Copy, by any means, whenever necessary in order to comply with

the terms and provisions of this Agreement. The third party(s) to whom a copy of the Source Code Copy is to be delivered pursuant to the terms hereof must bear the expense of duplication.

3. Right to Change Licensees. LRS may update the Licensees to whom Escrow Agent is to deliver Source Code Copy under the certain circumstances set forth in this Agreement by delivering to Escrow Agent a superseding Exhibit B, which superseding Exhibit B may add or delete Licensees covered by this Agreement and may be delivered in hard copy or diskette form. As with Exhibit A, both parties shall sign, initial and date the new superseding Exhibit B to record the current list of Licensees.
4. Delivery by Escrow Agent to Licensees. Escrow Agent agrees that the Source Code Copy shall be held by it and that, pursuant to the terms and conditions hereinafter set forth, a copy shall be provided to one or more Licensees who have contracted separately with LRS, but only in the event that:
 - 4.1 LRS notifies Escrow Agent in writing to affect such delivery to a specific Licensee or Licensees at a specific address or addresses; or,
 - 4.2 A Licensee listed on the then-current Exhibit B notifies Escrow Agent in writing that LRS, or LRS' successors, assigns or third party purchasers of the Product(s) in question (hereinafter "Successors") have ceased to provide maintenance and support for the Product(s) to all or substantially all Licensees of the Product(s) or have refused to enter into an Escrow Agreement similar to this Agreement for the Product(s) in question; and,
 - 4.3 In the case of notice pursuant to paragraph 4.2, Escrow Agent also receives from Licensee the following:
 - (a) written notification that LRS, or any of LRS' Successors have failed in material respects to support the applicable Product(s) as required by a valid and existing license agreement ("License Agreement") or maintenance agreement ("Maintenance Agreement") between Licensee and LRS or its Successors;
 - (b) written evidence that Licensee has paid all fees owed to LRS or its Successors required by any License and/or Maintenance Agreement entered into by Licensee and LRS or its Successors and that Licensee is currently entitled to receive maintenance services under said agreement(s);
 - (c) evidence satisfactory to Escrow Agent that Licensee has previously notified LRS or its Successors of such in writing;
 - (d) a written demand that a copy of the Source Code Copy for the applicable Product(s) be released and delivered to Licensee;
 - (e) a written undertaking from the Licensee that the copy of the Source Code Copy being supplied to the Licensee will be used only as permitted under the terms of the License Agreement and will be treated as a trade secret of LRS;
 - (f) specific instructions from the Licensee for this delivery; and

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

4.4 In the event that the provisions of paragraphs 4.2 and 4.3 are met, Escrow Agent shall, within five (5) days of receipt of all of the items specified in paragraphs 4.2 and 4.3, send photostatic copies of all such documents received by it to LRS or any Successors' address previously given to it by LRS pursuant to Section 8.1. LRS or its Successors shall have forty-five (45) days from the date Escrow Agent shall have sent the documents to LRS or its Successors to send to Escrow Agent written notice of its objection to the release of a copy of the Source Code Copy and to request that the issue of the Licensee's entitlement to a copy of the Source Code Copy be submitted to arbitration in accordance with the provisions hereof.

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

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

B. BACK-UP MATERIALS AND AUTHORIZED SIGNATORIES

The Back-up Materials shall be identified in Exhibit A and shall be delivered to Escrow Agent, exchanged and held in like manner as set forth above. The Back-up Materials shall be released to an authorized LRS employee, as set forth on Exhibit C, upon request. Any of the listed authorized LRS employees can designate another agent to receive the Back-up Materials in writing. Escrow Agent will make the Back-up Materials immediately available upon LRS request during regular business hours of Escrow Agent. For requests outside of regular business hours, Escrow Agent shall use its best efforts to make Back-up materials available to LRS as soon as possible. The authorized signatories for the respective parties concerning Exhibits A and B who are acknowledging delivery and receipt of the Source Code Copy and Back-up Materials are set forth on Exhibits C and D, which are attached hereto and incorporated in this Agreement by this reference.

C. GENERALLY APPLICABLE TERMS

1. Trade Secrets. Escrow Agent acknowledges and agrees that the Source Code and Back-up Materials, its documentation and all copies thereof are LRS' exclusive property, constitute valuable "trade secrets", as that term is defined pursuant to Section 2(d) of the Illinois Trade Secrets Act (765 ILCS 1065/2(d)), and are protected by federal and international copyright laws and treaties. Escrow Agent agrees to hold the Source Code Copy and Back-up Materials in the strictest of confidence, protect them the same way it protects its own trade secrets and shall not make it available to any person or entity except as specifically provided in this Agreement. Finally, Escrow Agent acknowledges that electromagnetic fields will damage the Source Code Copy being deposited with it, as will extreme changes in temperature and humidity. Escrow Agent therefore agrees to store the Source Code Copy in a sufficiently secure and environmentally controlled location.
2. Liability. Except for actual fraud, gross negligence or intentional misconduct, Escrow Agent shall not be liable to LRS or to any party claiming beneficiary status under this Agreement for any act, or failure to act, by Escrow Agent in connection with this Agreement.
3. Indemnity. LRS and any party claiming beneficiary status under this Agreement hereby agree to indemnify and hold harmless Escrow Agent and each of its directors, officers, and stockholders, absolutely and forever, from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including legal fees, that may be asserted against Escrow Agent or any of its directors, officers, or stockholders with respect to any act, except as otherwise provided in Section 2. Further, any party claiming beneficiary status under this Agreement acknowledges and agrees that Escrow Agent is not responsible for verifying the contents of any deliverable and therefore is not liable to LRS or any party claiming beneficiary status for the contents of the deliverables.
4. Disputes and Interpleader. In the event of any dispute between LRS and any third party claiming beneficiary status under this Agreement relating to delivery of a copy of the Source Code Copy by Escrow Agent or to any other matter covered by this Agreement, Escrow Agent may submit the matter to any court of competent jurisdiction in an interpleader or similar action. Any and all costs incurred by Escrow Agent in connection therewith shall be borne by the third party seeking a copy of the Source Code Copy. Without limiting the generality of the foregoing, if Escrow Agent shall be uncertain as to its duties or rights hereunder, shall receive any notice, advice, schedule, report, certificate, direction or other document from any person or entity with respect to the Source Code Copy, that, in the opinion of the Escrow Agent is in conflict with any of the provisions of this Agreement, or shall be advised that a dispute has arisen with respect to the ownership or right of possession of the Source Code Copy or any part thereof, Escrow Agent shall be entitled, without liability to anyone, to refrain from taking any action other than to exercise its best efforts to keep safely the Source Code Copy until Escrow Agent shall be directed otherwise in writing by an order, decree, or judgment of a court of competent jurisdiction that is then finally affirmed on appeal or that by the lapse of time or otherwise is no longer subject to appeal. Notwithstanding the foregoing, Escrow Agent shall be under no duty to institute or defend any such proceeding.
5. Bankruptcy. LRS and Licensee acknowledge that this Agreement is an "agreement supplementary to" the License Agreement as provided in Section 365 (n) of Title 11, United States Code (the "Bankruptcy Code"). LRS acknowledges that if LRS, as a debtor in possession or a trustee in Bankruptcy in a case under the Bankruptcy Code, rejects the License Agreement or this Agreement, Licensee may elect to retain its rights under the License Agreement and this Agreement as provided

in Section 365 (n) of the Bankruptcy Code. Upon written request of Licensee to LRS or the Bankruptcy Trustee, LRS or such Bankruptcy Trustee shall not interfere with the rights of Licensee as provided in the License Agreement and this Agreement, including the right to obtain the Source Material from Escrow Agent.

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

8. Miscellaneous Provisions

- 8.1 Notices. All notices and demands required or permitted under this Agreement shall be in writing and may be delivered personally to one of the persons set forth below, sent by registered or certified mail, postage prepaid, or by an overnight express service, e.g. Federal Express, Airborne Express, etc., to one of the persons or entities and addresses set forth below. Any notice or demand mailed as aforesaid shall be deemed to have been delivered on the date of delivery or refusal, as the case may be, set forth on the return receipt. Said notices shall be delivered or addressed as follows:

LEVI, RAY & SHOUP, INC.

Attn: Legal Department
Levi, Ray & Shoup, Inc.
2401 West Monroe Street
Springfield, IL 62704

INB

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

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

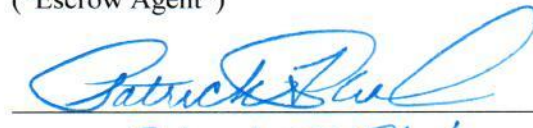
- 8.2 Severability. If any provision of this Agreement or the application of such provision to any person, entity or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances, other than those as to which it is held invalid, shall not be affected.
- 8.3 Parties Bound. This Agreement shall be binding upon the parties hereto, their successors, heirs, devisees, assigns, legal representatives, executors and administrators.
- 8.4 LRS' Right to Assign. The parties agree that LRS, with or without Escrow Agent's permission and without further consideration to the Escrow Agent, may assign its rights and obligations hereunder to a third party upon notice to Escrow Agent as provided for in paragraph 8.1.
- 8.5 Applicable Law. This Agreement shall be governed by the laws of the State of Illinois.
- 8.6 Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision.
- 8.7 Final Agreement. This Agreement constitutes the complete, final and exclusive expression of the parties' agreement, and it supersedes all proposals and other communications made between the parties concerning the subject matter hereof. This Agreement cannot be modified except by written agreement signed by all the parties hereto. However, notwithstanding anything to the contrary in the previous sentence, LRS may amend Exhibits A and B by signing and sending such amendment(s) in the manner provided in Section 8.1 or by LRS' delivery of the superseding amendments as part of the monthly and quarterly deliveries.

IN WITNESS HEREOF, both parties have executed this Agreement in duplicate originals on the date first written above.

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

ILLINOIS NATIONAL BANK,
("Escrow Agent")


By its: General Counsel & Sr. VP


By its: Patrick T. Phalen

Date: 7/29/19

Date: 7/29/19

ATTEST: 

ATTEST: Cathy G. Conter

By its: Corporate Counsel

By its: 7/29/19

EXHIBIT A – PRODUCTS**Enterprise Output Management Software Products**

'EOM Escrow' 1 - 3 -- Product on 3 thumb drives labeled w/envelope Instructions to Unlock
(Quarterly Update BH) 07/01/2019

Mainframe SoftwareProduct

| | |
|----------------------------------|----------------------------------|
| EOM QUARTERLY BANK VAULT REPORT | |
| DMCF V1R1.0 (TSO, CICS and VTAM) | VMCF V1R7.0 (TSO, CICS and VTAM) |
| DMCF V2R1.0 (TSO, CICS and VTAM) | VMCF V1R8.0 (TSO, CICS and VTAM) |
| DMCF V2R1.1 (TSO, CICS and VTAM) | VMCF V1R8.1 (TSO, CICS and VTAM) |
| DRS V1R3.2 | VMCF V2R1.0 (TSO, CICS and VTAM) |
| DRS V1R3.3 | VMCF V2R1.2 (TSO, CICS and VTAM) |
| DRS V1R3.4 | PageCenter V1R1.0 |
| DRS V2R1.0 | PageCenter V1R1.1 |
| DRS V2R1.1 | PageCenter V2R1.0 |
| LRS/Net V1R1.0 | PageCenter V2R1.1 |
| LRS/Net V2R1.0 | VPSPRINT V1R6.1 |
| LRS/Net V2R1.1 | VPSPRINT V1R7.0 |
| LRS/OS API V1R1.0 | VPSPRINT V1R8.0 |
| LRS/OS API V1R1.1 | VPS V1R6.2 |
| LRS/OS API V1R1.2 | VPS V1R7.0 |
| LRS/OS API V2R1.0 | VPS V1R8.0 |
| LRS/OS API V2R1.1 | VPS V2R1.0 |
| VPS/Report Browse V1R2.0 | VPS V2R1.1 |
| VPS/Report Browse V1R2.1 | LRS/MVS Server V1R7.0 |
| VPS/Report Browse V1R2.2 | LRS/MVS Server V1R8.0 |
| VPS/Report Browse V2R1.0 | LRS/MVS Server V2R1.0 |
| VPS/Report Browse V2R1.2 | LRS/MVS Server V2R1.2 |
| VMCF V1R6.2 (TSO, CICS and VTAM) | |

The following additional products are included in the datasets listed:

| | | | |
|-----------|--------------------|------------|--------------------|
| DRS.R32 | -DRS/TCPIP | | DRS/Output Manager |
| | -DRS/STI | | DRS/SAPR2 |
| | -DRS/SAPR2 | | DRS/Natural |
| DRS.V1R33 | -DRS/TCPIP | DRS.V2R11 | -DRS/Secure |
| | DRS/STI | | DRS/TCPIP |
| | DRS/SAPR2 | | DRS/STI |
| | DRS/Natural | | DRS/Output Manager |
| DRS.V1R34 | -DRS/Secure | | DRS/SAPR2 |
| | DRS/TCPIP | | DRS/Natural |
| | DRS/STI | | |
| | DRS/Output Manager | VPS.V1R6.2 | -VPS/IPDS |
| | DRS/SAPR2 | | VPS/TCPIP |
| | DRS/Natural | | VPS/PCL |
| DRS.V2R10 | -DRS/Secure | | VPS/CDI |
| | DRS/TCPIP | VPS.V1R7.0 | -VPS/IPDS |
| | DRS/STI | | VPS/TCPIP |

| | | | |
|------------|----------------|------------|----------------|
| | VPS/PCL | | VPS/CDI |
| | VPS/CDI | | VPS/XES to AFP |
| VPS.V1R8.0 | -VPS/Secure | | VPS/PDF |
| | VPS/IPDS | | VPS/Email |
| | VPS/TCPIP | | VPS/LCDS |
| | VPS/PCL | VPS.V2R1.1 | -VPS/Secure |
| | VPS/CDI | | VPS/IPDS |
| | VPS/XES to AFP | | VPS/TCPIP |
| | VPS/PDF | | VPS/PCL |
| | VPS/Email | | VPS/CDI |
| | VPS/LCDS | | VPS/XES to AFP |
| VPS.V2R1.0 | -VPS/Secure | | VPS/PDF |
| | VPS/IPDS | | VPS/Email |
| | VPS/TCPIP | | VPS/LCDS |
| | VPS/PCL | | |

Non-Mainframe Software

Capella Products-

| | |
|-------------|--------------|
| HPAC | Version 15.2 |
| PrintEvolve | Version 15.2 |
| MFPsecure | Version 1.3 |

LRS EOM Products-

| |
|------------------------------------|
| VMCF Web Access |
| VMCF Client for Windows |
| VMCFX |
| DMCF Web Access |
| PageCenter Web Access |
| PageCenter AFP Library |
| PageCenter Client for Windows |
| PageCenter Plus [®] |
| PageCenter Plus To-Go [®] |
| PageCenterX [®] |
| PageCenterX/Satellite |
| AnyQueue [®] |
| AnyQueue/PageSorter [®] |
| AnyQueue/WebTRAC [®] |
| AnyQueue/Text to PDF |
| AnyQueue/Secure [®] |

| |
|--|
| VPS/PC for NT |
| VPSX Enterprise [®] |
| VPSX/DirectPrint [®] |
| VPSX/Workplace [®] |
| VPSX [®] |
| VPSX/OutputManager [®] |
| VPSX/Secure Delivery |
| VPSX/CI |
| VPSX/MI |
| VPSX/MFI |
| VPSX/IDB |
| VPSX/EI |
| VPSX/DPE |
| VPSX/ABFI |
| VPSX/Windows Client |
| Innovate/Audit |
| Mobile Connector for VPSX [®] |
| Printer Definition & Deployment Tool |
| LRS/DIS |
| LRS/AlertX |
| LRS/NetX |
| LRS/ServerX |
| LRSQueue |

Source Code to call OEM conversions and OEM conversion vendors' binaries, but does not include OEM conversion source code.

Web Services Software Products (Quarterly Update) (MK)

LRS Antilles Content Manager v1.16.1
LRS Antilles Content Manager v1.17.3

04/10/2018
11/28/2018

LRSSports Software Products

| | |
|---|-------------------------------------|
| <u>Full and Final</u> Backup of LRSSports 1—To remain on deposit indefinitely (PLB/SM) (Pulled LRS Sports previously deposited material from INB and deleted from this Exhibit A on 03/09/2015) LRSSports Football V3 and V4.0.11; Basketball V2 Documentation on CD Recruiting Manager V1.6.8 | <u>Date of Escrow</u> 02/13/2015 |
|---|-------------------------------------|

PensionGold Software Products

Drive HW 08785 (Monthly Update MC)

Access instructions and security code are attached hereto as Exhibit A-1.

| | |
|---|------------|
| <u>Standard Software Products</u> (MC provides drive/PE provides tape) | 06/01/2019 |
|---|------------|

- PensionGold Advantage ("PGOLD Advantage")
- PensionGold Electronic Document Management System ("PGOLD_ELECTRONIC_DOC_MGMT")
- PensionGold Employer Reporting Services ("PGOLD_EMPLOYER_RPTNG")
- PensionGold Enterprise Software ("PGOLD")
- PensionGold IQ Suite ("PGOLD_IQ")
- PensionGold Member Services on the Web ("PGOLD_MEMBER_SVCS")
- PensionGold Public Edition ("PGOLD PE")
- PensionPlus, Version 8
- PensionPlus, Version 7
- PensionPlus, Version 6 ("PPLUS")
- PensionGold MemberDirect ("PGOLD_MEMBERDIRECT")
- PensionGold EmployerDirect ("PGOLD_EMPLOYERDIRECT")
- PensionGold EDMDirect ("PGOLD_EDMDIRECT")
- PensionGold Human Work Flow ("PGOLD Human Work Flow")
- PensionGold Address Verification and Standardization ("PGOLD_AVAS")
- PensionGold Forms Management System ("PGOLD_FORMS_MANAGEMENT_SYSTEM")
- PensionGold Version 3 ("PGOLD_VER_3")

Pension Gold-(PE)

- StarTeam Recovery Doc (Pension Gold)
- StarTeam 5.1 – Server, Workstation (Pension Gold)
- PensionGold Advantage (PG Advantage Manual.zip)
- PensionGold Electronic Document Management System (PG EDM Manual (Imaging).doc)
- PensionGold IQ Suite (PGIQ User Guide.doc)
- PensionGold Public Edition (PG PE Base User Manual.doc)
- PensionGold Member Services on the Web (PG V2 Web Member Services.doc)
- PensionGold Enterprise Software (PGOLD Version 2 Manual.doc)
- PensionPlus, Version 6 (PensionPlus User Guide.zip)

EOM Documentation --1 thumb drive labeled w/envelope Instructions to Unlock (As updated BH)

07/01/2019

Gas Compliance (Permanent Backup)

- Gas Compliance System Source Code Escrow – 1998 Backup
- Gas Compliance System Source Code Escrow – July 1999 Backup
- Gas Compliance System Source Code Escrow – 3.1.2 Permanent Backup
- Gas Compliance System Source Code Escrow – 3.2.0 Permanent Backup
- Gas Compliance System Source Code Escrow - 3.1.x Permanent Backup
- Gas Compliance System Source Code Escrow – 2.x Permanent Backup

LRS Data Backup (Monthly PE) – See Media Cartridge [no number provided PE] and List 06/2019

'LRS Mainframe' and 'Cirrato' Archive/Offsite Backup -- 2 thumb drives labeled w/envelope Instructions to Unlock (Quarterly BH) 07/01/2019

'Sungard Backup' Disaster Recovery -- 2 thumb drives labeled w/Instructions to Unlock (Monthly DC) 05/25/2019

The undersigned parties hereby acknowledge the receipt of foregoing Exhibit A and agree that this Exhibit A hereby replaces and supersedes any previously dated Exhibit A.

Illinois National Bank

Date

Levi, Ray & Shoup, Inc.

Date

S:\Shared\Leber\SourceCodeEscrow\AmExh-Receipts\2019\072019\07012019 Exhibit A - Products Upd.doc

ATTACHMENT A-1

PensionGold Software Escrow Process

The output of the PensionGold Software escrow process is backed up to an encrypted external hard drive. The encrypted external hard drive is delivered to INB and switched monthly with a second encrypted external hard drive. LRS transports the drives to and from INB.

PensionPlus, Version 1, Version 2 and Advantage

The source code for PensionPlus, PensionGold Version 1, PensionGold Version 2 and PensionGold Advantage is fully contained within a customer-specific source code folder (\StarTeam\CUSTOMER NAME). This allows the top-level customer folder to be provided to the customer at which time they will have all the source code required to continue to maintain, upgrade and support their software product.

PensionGold Version 2 and PensionGold Advantage customers also need the Author-IT database. This will contain the help files that are used with the software product. The help files are not customer specific. There is one set of help files for PensionGold Version 2 and one set for PensionGold Advantage. The PensionGold Version 2 files will be in a folder labeled "Author-IT" and will be named 'AuthorIT_Version2.bak'. The PensionGold Advantage files will be in a folder labeled "Author-IT" and will be named 'AuthorIT_Advantage.bak'.

In addition, PensionGold Version 2 and PensionGold Advantage customers need the StarTeam Base code. This will contain source code for third party components LRS has incorporated into the product and for which LRS has the right to distribute source code. The StarTeam Base files are not customer specific. The StarTeam Base files are located in a folder labeled "StarTeamBase". This entire folder should be provided to the customer along with the other files referenced in the prior paragraphs above (CUSTOMERNAME and AuthorIT files).

PensionGold Version 3

The source code for PensionGold Version 3 customers is fully contained within a customer-specific source code folder ("Escrow\TFS\PensionGold Version 3 - Client Files\CUSTOMER"). This allows for the top-level customer folder to be provided to the customer at which time they will have all the source code required to continue to maintain, upgrade and support their software product.

The PensionGold Version 3 customer will also require the Enterprise Solutions Foundation (ESF) and PensionGold Toolset code. This code is not customer-specific, but has its own folder within the external hard drive ("Escrow\TFS\PensionGold Version 3 - Enterprise Solution Foundation").

Finally, the PensionGold Version 3 customer also will need the Author-IT database. This will contain the help files that are used with the software product. The help files are not customer specific. The files will be in a folder labeled "Author-IT" and will be named "Escrow\Author-IT\AuthorIT_Version3.bak".

Procedures for INB to extract source code files

Below are the procedures to access the encrypted hard drive that is provided by LRS. The drive contains the files necessary for each LRS Retirement Solutions client. The client should only be provided their specific files as defined above.

1. Plug the encrypted external hard drive into a computer/laptop with a USB port.
2. The lights on the drive will flash one at a time and eventually the closed pad lock light will be continuous red.



<https://abr.business.gov.au/AbnHistory/View?id=30952106420>

3. Enter the security code **24012401** to access the drive.
4. Press the unlock button (lower right of keypad)
5. If entered correctly, the open pad lock light will turn solid green and after a few moments will flash. After this happens the computer should be able to access the hard drive.



6. To lock the drive simply unplug it from the computer or press the lock key (lower left of keypad). Once locked the closed padlock will illuminate solid red.

S:\Shared\Leber\SourceCodeEscrow\Updates by Div\PensionGold Software escrow process FINAL.docx

EXHIBIT B – Licensees

Monthly Update

Enterprise Output Management

Levi, Ray & Shoup, Inc. Licensees that are entitled to Source Code Escrow (CD Version 07/2019)
Levi, Ray & Shoup, Inc. Term Licensees entitled to Source Code Escrow-List attached hereto as Attachment B-3

Quarterly Update

Levi, Ray & Shoup, Inc. Licensees that are entitled to Source Code Escrow (Paper Version) 07/2019

*In addition to the customers included in Attachment B-3, is the following:

Xerox Ltd, Riverview, Oxford Road, Uxbridge, UB8 1HS, England, EN9999 for the following products and for the purposes set forth in the Master Source Code Escrow Agreement dated December 2, 1999.

Mainframe Software

| | |
|----------------------------|--------------------------|
| VPS® | PageCenter AFP Library |
| VPS/TCPIP | DRS |
| VPS/PCL | DRS/TCPIP |
| VPS/IPDS | DRS/OutputManager® |
| VPS/LCDS | DRS/SAPR2 |
| VPS/CDI | DRS/Secure™ |
| VPS/XES to AFP | DMCF |
| VPS/Email | AnyQueue® for Windows |
| VPS/Report Browse | AnyQueue® for HP-UX |
| VPS/PDF | AnyQueue® for Sun |
| VPS/Secure® | AnyQueue® for AIX |
| VMCF/CICS | AnyQueue® for s390 Linux |
| VMCF/TSO | AnyQueue/PageSorter® |
| VMCF/VTAM | AnyQueue/WebTRAC® |
| VMCF Web Access | AnyQueue/Secure® |
| PageCenter® | AnyQueue/Text to PDF |
| PageCenter Client for CICS | |
| PageCenter Client for TSO | |
| PageCenter Client for VTAM | |
| PageCenter Web Access | |

Non-Mainframe Software

VPSX®
VPSX/OutputManager®

Attachment B.1—LRS Antilles Content Manager Software Customers
Attachment B.2-- PensionGold Software Customers

The undersigned parties hereby acknowledge the receipt of foregoing Exhibit B and agree that this Exhibit B hereby replaces and supersedes any previously dated Exhibit B.

Illinois National Bank

Date

Levi, Ray & Shoup, Inc.
S:\Shared\Leber\SourceCodeEscrow\AmExh-Receipts\2019\072019\072019 Exhibit B - Customers Upd.doc

Date

Attachment B.1—LRS Antilles Content Manager Software Customers

Account Name

Client ID

Street Address

City, State & Zip

Version

Additional Modules

| | | | | | |
|---|-------|---|----------------------------|------|---|
| AMVETS Department of Illinois | 14675 | 2200 South Sixth Street | Springfield, IL 62703 | 1610 | |
| Carrollton Bank Springfield | 14499 | 2135 W. Wabash | Springfield, IL 62704 | 1708 | |
| Central Illinois Foodbank | 4510 | 2200 E. Moffat | Springfield, IL 62702 | 1610 | Blog, Payment Gateway and Agency Module |
| Designer Landscapes, Inc. | 7717 | 4110 Morrisonville Ave | Springfield, IL 62533 | 1806 | Photo Gallery |
| E.L. Pruitt Co. | 6228 | 3090 Colt Road | Springfield, IL 62707 | 1610 | Photo Gallery |
| Havana National Bank | 14768 | 112 S Orange | Havana, IL 62644 | 1610 | |
| Heartland Credit Union | 200 | 2213 West White Oaks Drive | Springfield, IL 62707 | 1708 | |
| Illinois Association of School Administrators | 3678 | 2648 Beechler Court | Springfield, IL 62703 | 1806 | |
| Jersey County, IL Circuit Clerk | 4765 | 201 W. Pearl St. | Jerseyville, 62052 | 1606 | |
| Litchfield National Bank | 6338 | 316 N. State St. | Litchfield, IL 62056 | 1610 | News |
| Lutheran High School | 14854 | 3500 West Washington Street | Springfield, IL 62711 | 1610 | |
| Marine Bank | 3418 | 3050 Wabash Avenue | Springfield, IL 62704 | 1733 | |
| Miami Fire Fighters' and Police Officers' Retirement Trust | 4405 | 1895 SW 3rd Ave | Miami, FL 33129 | 1810 | |
| Prevention First | 3912 | 2800 Montvale Drive | Springfield, IL 62704 | 1810 | |
| RCSBank | 14976 | 390 N Veterans Rd | Hannibal, MO 63401 | 1610 | News & Events |
| Village of Riverton | 14794 | 1200 E Riverton Road | Riverton, IL 62561 | 1610 | Blog |
| R. W. Troxell | 3369 | P. O. Box 3757 | Springfield, IL 62708 | 1610 | News & Events |
| Sangamon County, IL IS Dept. | 3593 | 200 South Ninth Street | Springfield, IL 62701 | 1610 | |
| TOIRMA-Township Officials of Illinois Risk Management Association | 7107 | 3217 Northfield Drive | Springfield, IL 62702 | 1610 | |
| United Counties Council of Illinois | 6878 | 217 East Monroe, Suite 101 | Springfield, IL 62701 | 1810 | |
| Uhlmann Company | 15033 | 4801 Main St. | Kansas City, MO 64112 | 1610 | |
| Warren-Boytton State Bank | 7272 | 702 W Illinois St | New Berlin, IL 62670 | 1708 | |
| MD Designs, Inc. | 187 | 2601 Colt Rd, P.O. Box 19452 | Springfield, IL 62794 | 1733 | |
| Elastocon TPE Technologies | 7432 | PO Box 463 | Rochester, IL 62563 | 1530 | |
| Precision Tank & Equipment Company | 6450 | 3503 Conover Rd--P.O. Box 20 | Virginia, IL 62691 | 1610 | Photo Gallery |
| Pallet Repair Systems, Inc. | 4656 | 2 Eastgate Drive | Jacksonville, IL 62650 | 1491 | |
| Great Events/Teams | 5420 | 2170 S. Parker Road | Denver, CO 80231 | 1708 | News, Events & Twitter Feed |
| Illinois Chamber of Commerce | 15122 | 215 E. Adams St. | Springfield, IL 62701 | 1606 | Photo Gallery & Blog |
| Illinois District Assembly of God | 4118 | PO BOX 620 | Carlinville, IL 62626 | 1810 | |
| Illinois National Bank | 4537 | 322 E. Capitol | Springfield, IL 62705 | 1806 | |
| Kwik Wall Company | 4414 | 1010 East Edwards Street | Springfield, IL 62703 | 1708 | |
| Prairie State Bank and Trust American Central Bancorp | 7570 | 2653 West Lawrence | Springfield, IL 62704 | 1806 | |
| Illinois Coalition for Community Services | 4666 | 913 South Sixth | Springfield, IL 62703 | 1708 | Employment Opportunities & News |
| Springfield Parks Foundation | 15227 | 2500 S 11th Street | Springfield, IL 62703 | 1610 | News |
| Township Officials of Illinois | 6771 | 3217 Northfield Drive | Springfield, IL 62702 | 1733 | Web Store Express |
| Curran Gardner Townships Public Water District | 14721 | 3382 Hazlett Road | Springfield, IL 62707 | 1610 | News |
| First Bankers Trust Company | 3820 | 2201 Wabash Ave. | Springfield, IL 62704 | 1610 | |
| Lincoln Land Charity Championship | 15381 | 2966 Baker Drive | Springfield, IL 62703 | 1713 | News |
| Anderson Electric | 14985 | 3501 S 6th St | Springfield, IL 62703 | 1710 | Locations, Map-Interactive Google & Project Portfolio |
| Kuchar High Performance Combine Parts | 15408 | 21218 Sunset St | Mt. Olive, IL 62069 | 1707 | |
| Prco, Inc. | 15428 | 301 Garvey St | Mechanicsburg, IL 62545 | 1733 | |
| Local Obituary Systems, LLC | 15367 | 415 E. Allen St. | Springfield, IL 62703 | 1806 | |
| Sacred Heart-Griffin | 14920 | 1200 W. Washington Street | Springfield, IL 62702 | 1806 | |
| Chestnut Health Systems, Inc. | 5122 | 1003 Martin Luther King Drive | Bloomington, IL 61701-1429 | 1806 | Locations, Events, Photo Gallery & Alerts |
| Conn's Hospitality Group | 14569 | 835 S. 2nd Street | Springfield, IL 62704 | 1721 | Events & Gallery |
| Blackhawk Bank & Trust | 14715 | 301 W 4th St | Milan, IL 61264 | 1810 | Events & Intranet Blog |
| Pro Com Services of Illinois, Inc. | 5693 | PO Box 202, 3301 Constitution Drive | Springfield, IL 62705-0202 | 1800 | News & Gallery |
| Houston Firefighters' Relief & Retirement Fund | 7230 | 4225 Interwood North Parkway | Houston, TX 77032 | 1810 | News & Locations |
| Hanson Professional Services, Inc. | 3102 | 1525 S. 6th Street | Springfield, IL 62703 | 1708 | |
| Village of Sherman | 7472 | 401 St. Johns Drive | Sherman, IL 62684 | 1805 | |
| Hanibal Clinic | 3635 | 100 Medical Drive | Hannibal, MO 63401 | 1810 | Physicians Directory & News |
| Modern Countertops | 15603 | 2527 N 5th St | Springfield, IL 62702 | 1806 | Gallery |
| American Council of Engineering Companies of Illinois | 15155 | 5221 S 6th St - Suite 120 | Springfield, IL 62703 | 1810 | Events, Gallery & YouTube Channel/Video Library Page |
| Rath Millwright Services LLC | 15634 | 7578 Prairie School Rd | Riverton, IL 62561 | 1810 | |
| CNB Bank & Trust, N.A. | 5248 | W. Side Square | Carlinville, IL 62626 | 1810 | Banking Package plus Events & News |
| Illinois Press Foundation | 15961 | 900 Community Drive | Springfield, IL 62701 | 1806 | Blog & Titan Theme |
| Southern Illinois University School of Medicine | 31 | 800 N Rutledge | Springfield, IL 62703 | 1810 | |
| Wykoff Law Office | 16325 | 919 S 8th Street | Springfield, IL 62702 | 1810 | Titan Theme |
| Fresh Visions Community Church | 16357 | 1551 J David Jones Pkwy | Springfield, IL 62702 | 1801 | Theme |
| Palm Bay Police & Firefighters' Pension Fund | 3471 | 1501 Robert J. Conlan Blvd, NE, Ste 240 | Palm Bay, FL 32905 | 1801 | |
| Town & Country Bank | 4843 | 3601 Wabash Avenue | Springfield, IL 62711 | 1801 | |

Pacific Management, Inc
City of Fresno Retirement Systems

16402
3474

20 South Clark Street
2828 Fresno St, Suite 201

Chicago, IL 60603
Fresno, CA 93721

1801
1801

Theme & News
Theme

Attachment B.2-- PensionGold Software Customers

CHAN
GES

PENSIONGOLD LICENSEES AND PRODUCT

| <u>Account Name</u> | <u>Client ID</u> | <u>Street Address</u> | <u>City, State & Zip</u> | <u>Software name, version, module, etc.</u> |
|---|------------------|---|-----------------------------------|--|
| Adams County Retirement Plan | 4386 | 4430 South Adams County Parkway, Suite C3406 | Brighton, CO 80601-8202 | PensionGold Version 2, PG Electronic Doc Mgmt, PG Member Sves, PG Forms Management |
| Alameda County Employees' Retirement Association | 4687 | 475 Fourteenth Street, Ste. 1000 | Oakland, CA 94612-1900 | PensionGold Advantage |
| American Samoa Government Employees' Retirement Fund | 6231 | P.O. Box 2448 | Pago Pago, AS 96799 | PensionGold Version 2, PG |
| Arkansas State Highway & Transportation Department | 5818 | 10324 Interstate 30 | Little Rock, AR 72209 | PensionGold Version 2, PG |
| Arlington County Virginia Employees' Retirement System | 5960 | 2100 Clarendon Blvd., Suite 511 | Arlington, VA 22201 | Electronic Doc Mgmt, PG Member |
| Austin Employees' Retirement Fund | | | | PensionGold Version 3, PG Human Workflow, PG EDMIDirect, PG MemberDirect, PG AVAS |
| Austin Fire Fighters Relief & Retirement Fund | 3141 | 6850 Austin Center Blvd., Suite 320 4101 Parkstone Heights Drive, Suite 270 | Austin, TX 78731 | PensionGold Version 1 |
| Austin Police Retirement System | 3799 | P.O. Box 41089, 2520 South IH 35, Suite 100 | Austin, TX 78704 | PensionGold Version 1, PG Electronic Doc Mgmt |
| City of Phoenix Employees' Retirement System | 5863 | 200 W. Washington, 10th Floor | Phoenix, AZ 85003 | PensionGold Version 2, PG Member |
| Columbus Consolidated Government | 7963 | 100 Tenth St., P.O. Box 1340 | Columbus, GA 31902-1340 | PensionGold Version 3, PG |
| Country Life Insurance Company | 3479 | 1701 North Towanda Ave. | Bloomington, IL 61702 | EmployerDirect, PG MemberDirect |
| Dallas Police & Fire Pension System | 3517 | 4100 Harry Hines Blvd., Ste. 100 | Dallas, TX 75219 | PensionGold Version 1 |
| Educational Employees' Supplementary Retirement System of Fairfax County | 6942 | 8001 Forbes Place, Ste. 300 | Springfield, VA 22151 | PensionGold Version 2, PG Forms Management, PG Member Sves |
| Fairfax County Retirement Administration Agency | 6528 | 12015 Lee Jackson Memorial Hwy., Ste. 350 | Fairfax, VA 22033 | PensionGold PE, PG Human Workflow, PG Electronic Doc Mgmt, PG Member Sves |
| Firemen's Retirement System of St. Louis, The | 4158 | 1601 S. Broadway | St. Louis, MO 63104 | PensionGold PE |
| General Retirement System for Employees of Jefferson County, Alabama | 14918 | 716 Richard Arrington Jr. Blvd North, Rm. 430 | Birmingham, AL 35263 | PensionGold Version 3, PG MemberDirect, PG EDMIDirect |
| Houston Firefighter's Relief and Retirement Fund | 7230 | 4225 Interwood North Parkway | Houston, TX 77032 | PensionGold PE, PG MemberDirect |
| Los Angeles City Employees' Retirement System | 3767 | 202 W. First Street, Suite 500 | Los Angeles, CA 90012- 4401 | PensionGold Version 3, PG Human Workflow, PG EDMIDirect, PG MemberDirect |
| Miami Fire Fighters' & Police Officers' Ret. Trust | 4405 | 1895 SW 3rd Ave. | Miami, FL 33129 | PensionGold PE, PG EDMIDirect, PG MemberDirect |
| Miami General Employees' & Sanitation Employees' Retirement Trust | 6152 | 2901 Bridgeport Ave. | Coconut Grove, FL 33133 | PensionGold Version 2, PG Electronic Doc Mgmt, PG IQ |
| MoDOT and Patrol Employees' Retirement System | 6852 | PO Box 1930 | Jefferson City, MO 65102- 1930 | Mgmt, PG Member Sves, PG Human Workflow |
| New Hampshire Retirement System | 5544 | 54 Regional Drive | Concord, NH 03301 | PensionGold Version 2 (end date likely in late 2022), PG Member Sves, PG Electronic Doc Mgmt |
| Oklahoma Police Pension & Retirement System | 6926 | 1001 Northwest 63rd Street, Suite 305 | Oklahoma City, OK 73116- 7339 | PensionGold PE, PG Employer Rping, PG Member Sves |
| Palm Bay Police & Firefighters Pension Plan | 3471 | 1501 Robert J. Conlan Blvd, NE, Ste 240 | Palm Bay, FL 32095 | PensionGold Version 1 |

| | | | | |
|---|-------|------------------------------------|---------------------------|---|
| Prince George's County, Maryland | 14190 | 1400 McCormick Dr., Ste. 110 | Largo, MD 20774 | PensionGold Version 3, PG MemberDirect |
| San Bernardino County Employees' Retirement Association | 5835 | 348 W. Hospitality Lane | San Bernardino, CA 92415 | Rptng, PG Member Svcs, PG Electronic Doc Mgmt, PG Human Workflow |
| San Jose Retirement Systems (San José Federated City Employees' Retirement System and Police and Fire Department Retirement Plan) | 3797 | 1737 North 1st Street, Ste. 600 | San Jose, CA 95112-4524 | PensionGold Version 3, PG AVAS, PG Member Svcs, PG Electronic Doc Mgmt |
| San Luis Obispo County Pension Trust | 14799 | 1000 Mill Street | San Luis Obispo, CA 93408 | EDMDirect, PG MemberDirect, PG EmployerDirect |
| Santa Barbara County Employees' Retirement System | 4026 | 3916 State Street, Ste. 100 | Santa Barbara, CA 93105 | PensionGold Version 2 (end date TBD, likely 8/31/19), PensionGold Version 3, PG MemberDirect, PG Human Workflow, PG EDMDirect |
| SCANA Corporation | 3619 | 220 Operation Way - Mail Code B134 | Cayce, SC 29033-3701 | PensionGold Version 1 |
| Shelby County Tennessee Retirement System | 6618 | 160 North Main, Suite 950 | Memphis, TN 38103 | Member Svcs |
| Sonoma County Employees' Retirement Association | 7019 | 433 Aviation Blvd., Ste. 100 | Santa Rosa, CA 95403 | PensionGold PE, PG AVAS, PG Electronic Doc Mgmt, PG Member Svcs, PG IQ |
| Tampa Fire & Police Pension Fund | 16322 | 3001 North Blvd. | Tampa, FL 33603 | MemberDirect, PG Human Workflow, PG EDMDirect |
| The Police Retirement System Of St. Louis | 3184 | 2020 Market St | St. Louis, MO 63103 | PensionGold PE, PG Member Svcs |
| Vigilant Services, Inc. (Previously TOC Benefits Management) | 6122 | 6825 Southwest Sandburg St. | Tigard, OR 97223-8009 | PensionGold Version 2, PG IQ |
| Vermont Retirement System | 6766 | 109 State Street, 4th Floor | Montpelier, VT 05609 | Mgmt, PG Member Svcs, PG Human Workflow, PG Employer Rptng |
| Cincinnati Retirement System SUBSCRIPTION | 4754 | City Hall, Suite 328, 801 Plum St. | Cincinnati, OH 45202-5705 | PensionGold PE, PG MemberDirect |
| Fire & Police Pension Fund, San Antonio SUBSCRIPTION | 3345 | 11603 W. Coker Loop, Suite 201 | San Antonio, TX 78216 | PensionGold PE, PG Member Svcs, PG Electronic Doc Mgmt |
| Mendocino County Employees' Retirement Association SUBSCRIP | 14125 | 625B Kings Court | Ukiah, CA 95482 | PensionGold Version 3, PG MemberDirect, PG EDMDirect |

NOTE: Maryland Capital Parks coming up - contract negotiations in progress.

NOTE: City of Orlando Employees RS coming up - contract negotiations in progress.

NOTE: City of Tampa General Employees RS coming up - contract negotiations in progress.

Exhibit B-3

If any Term Licensees are added to the list, please notify Debbie Leber and Chris Colliver/Last Update: 07 MAR 2019 DL

| Customer Name | Account Number | Products | Term Length | Sign Date | Start Date | End Date |
|--------------------------------------|----------------|--|-------------|-----------|------------|-----------|
| Aetna Life Insurance Co. | CT0203/CT0087 | VPS, VPS/TCPIP, DRS VPS®, VPS/TCPIP, VPS/PCL, VPS/LCDS, VMCF/VTAM, DRS, AnyQueue®, AnyQueue/WebTRAC® | 5 Years | 27-Feb-09 | 11-May-09 | 10-May-14 |
| The Royal Bank of Scotland plc | EN2498/EN0832 | VPS/TCPIP | 3 Years | 28-Jul-09 | 1-Oct-09 | 30-Sep-12 |
| Prudential Securities Inc | NY0016 | VPS®, VPS/TCPIP, VMCF/Web Access and DRS | 3 Years | 30-Dec-08 | 1-Feb-09 | 31-Jan-12 |
| Marks & Spencer P.L.C | EN2250 | VPSX, Transform/PDF to PCL | 3 Years | 30-Jun-10 | 1-Aug-10 | 31-Jul-13 |
| | EN2250 | | 5 Years | 24-Jul-08 | 1-Aug-08 | 31-Jul-13 |
| | | VPS, VPS/TCPIP, VMCF Web Access, DRS and VPS/Report Browse, VPSX Enterprise, transform/PDFtoPCL and Innovate/Audit for Windows (1 yr term) initially | 3 Years | 27-Jul-16 | 1-Aug-16 | 31-Jul-19 |
| Legal & General Resources Limited | EN2422 | VPS, VPS/TCPIP, DRS, VPS/PCL, VPS/Secure, VPS/PDF, AnyQueue | 5 years | 22-Dec-08 | 28-Feb-09 | 27-Feb-14 |
| Fidelity Investments Systems Co. | TX0264 | VPS, VPS/TCPIP, VPS/PCL, VMCF Web Access, DRS | 2 years | 2-Jun-10 | 1-Jul-11 | 30-Jun-13 |
| Dollar Bank | PA2688 | VPS, VPS/TCPIP, DRS | 7 years | 12-Jul-07 | 1-Apr-08 | 31-Mar-15 |
| British Telecommunications plc | EN1000 | VPS, VPS/TCPIP, VPS/PCL, VMCF/Web A, 3 years | | 11-Jan-10 | 11-Dec-09 | 10-Dec-12 |
| Royal Oman Police | OM0096 | VPS and VPS/TCPIP | 3 years | 1-Jan-11 | 1-Feb-11 | 31-Jan-14 |

| | | | | | | |
|---|----------------------------|--|---------------------------|--|----------------------|--------------------------|
| BANCO BPM SPA (EX SGS Società Gestione Servizi BP S.C.p.A) *Special terms: Innovate/Mill can be used by Licensee for free for a Year (06/03/19-05/03/20) but for non production purposes | IT0030 | VPS, VPS/TCPIP, VPS/PCL, VPSX Enterprise, Transform/AFP to PCL, Transform/AFP to PDF, Innovate/Audit, Innovate/Mill*, VPS/Email, VPS/PDF, VMCF/WebAccess, AnyQueue, AnyQueue/WebTRAC DRS DMCF/WebAccess Contract nr 03-0068- 2019 ----- VPSX Enterprise, Innovate/Audit, PageCenterX, Transform/MMMD to PDF, Transform/MMMD to PCL, Transform/PDF to PCL, Transform/AFP to PDF, Contract nr 03-0067-2019 | 3 years | orig sign date 07/13/2009-- Renewal 01.01.19- 31.12.21 | 01.01.19 | 31.12.21 |
| LVM BGL BNP Paribas Societe Anonyme | GE2456 LU0009 LU0009 | VPSX, Transform/AFP to PDF, Transform/AFP to PS, Transform/PDF to PS, Transform/PS to PDF, Transform/MMMD to PS, Transform/MMMD to PDF | 5 years 4 yrs 10 mnths | 5-Jul-12 10-Jun-14 | 1-Aug-14 1-Oct-14 | 30-Jul-2019 31-Jul-19 |
| Caterpillar Special Services Belgium | BE2008 | VPS, VPS/PCL, VPS/TCPIP, DRS, VPS/LCDS to PCL, VPS/LCDS to PDF AnyQueue, AnyQueue/WebTRAC VPS, VPS/TCPIP, VPS/PCL, VPS/Email, DRS, VMCF Web Access (CORE PRODUCTS) | 3 years 3 years | 24-Apr-15 24-Apr-15 | 1-May-15 1-May-15 | 30-Apr-18 30-Apr-18 |
| HSBC Technology & Services (USA) Inc | IL0192 | DRS, VMCF Web Access (CORE PRODUCTS) | 3 yrs 6 mos | 25-Jul-13 | 1-Aug-13 | 31-Jan-17 |
| HSBC Bank plc South Yorkshire Group Data Centre, Barnsle and Wakefield Group Data Centre | EN0906 | VPS, VPS/TCPIP, VPS/PCL, VPS/Email, DRS, VMCF Web Access (CORE PRODUCTS) VPS, VPS/TCPIP, VPS/PCL, VPS/Email, DRS, VMCF Web Access (CORE PRODUCTS) | 3 yrs 6 mos | 25-Jul-13 | 1-Aug-13 | 31-Jan-17 |
| HSBC Trinkaus & Burkhardt AG Equinix Datacenter | GE3036 | DRS, VMCF Web Access (CORE PRODUCTS) | 3 yrs 6 mos | 25-Jul-13 | 1-Aug-13 | 31-Jan-17 |

| | | | | | | |
|--|------------------|--|-------------|-----------|----------|-----------|
| HSBC Private Bank (Suisse) S.A. | SW0503 | VPS, VPS/TCPIP, VPS/PCL, VPS/Email, DRS, VMCF Web Access (CORE PRODUCTS) | 3 yrs 6 mos | 25-Jul-13 | 1-Aug-13 | 31-Jan-17 |
| HSBC Bank Brasil S.A. | BR0091 | VPS, VPS/TCPIP, VPS/PCL, VPS/Email, DRS, VMCF Web Access (CORE PRODUCTS) | 3 yrs 6 mos | 25-Jul-13 | 1-Aug-13 | 31-Jan-17 |
| HSBC Mexico | MX0039 | VPS, VPS/TCPIP, VPS/PCL, VPS/Email, DRS, VMCF Web Access (CORE PRODUCTS) | 3 yrs 6 mos | 25-Jul-13 | 1-Aug-13 | 31-Jan-17 |
| HSBC France HSBC Hong Kong Hong Kong & Shanghai Banking Corporation Limited | FR0091 HK4150 | VPS, VPS/TCPIP, VPS/PCL, VPS/Email, DRS, VMCF Web Access (CORE PRODUCTS) | 3 yrs 6 mos | 25-Jul-13 | 1-Aug-13 | 31-Jan-17 |

EXHIBIT C

**Levi, Ray & Shoup, Inc.
Account Authorization Form**

Agreement: Restated and Amended Master Source Code Escrow Agreement

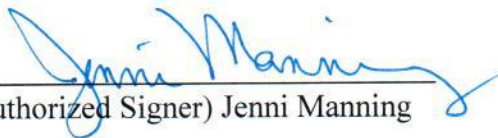
INB Account Number: 52 00 5498 3 07

The following individuals are authorized to deliver or retrieve the Source Code Copy and Back-up Materials to Illinois National Bank as Escrow Agent under the above-referenced Agreement:

| <u>Name</u> | <u>Title</u> |
|------------------|--|
| Debbie Leber | Sr. Legal Assistant |
| Julie Ressler | Contract Administrator |
| Michael Delcomyn | Corporate Counsel, Manager |
| Dan Connolly | Software Architect |
| Becky O'Connell | Product Development, Manager |
| Derek Yow | Product Support, Manager |
| Jeff Miller | Information Technology, Senior Manager |
| Brandon Stricker | Virtual Infrastructure Architect |
| Paul Emery | Advanced Systems Architect |

The following individuals are authorized to change above authorized designees at any time upon written notice to INB and to deliver the Source Code Copy and Back-up Materials:

| <u>Name</u> | <u>Title</u> |
|---------------|------------------------------------|
| Richard Levi | CEO and President |
| Ryan Levi | Vice President |
| Jenni Manning | General Counsel and Vice President |



(Authorized Signer) Jenni Manning

8/19/19

Date

EXHIBIT D

Vault Custodians

Effective immediately the following is a current list of Trust Vault Custodians:

Temporary Vault located in file room Trust Department:

| | | |
|---------------------------|-----------------------------------|-------------------------------------|
| Jackie L. Hughes | Sr. Trust Support Analyst | Right Key Lower Drawer (S30) |
| Jessica Barrows | Treasury Services Lead | Right Key Lower Drawer (S30) |
| Jennifer Gardner | Trust Officer | Right Key Lower Drawer (S30) |
| Abby Sockel | Assistant Vice President | Right Key Upper Drawer (S27) |
| Patrick Phalen | Executive Vice President | Right Key Upper Drawer (S27) |
| Mary Beth Anderson | Trust Operations Associate | Right Key Upper Drawer (S27) |
| Lori Johnson | Wealth Management | Right Key Upper Drawer (S27) |

Permanent Trust Vault located in Basement:

| | | |
|---------------------------|-----------------------------------|---------------------------------------|
| Jackie L. Hughes | Sr. Trust Support Analyst | Inside Vault Door Combination |
| Jennifer Gardner | Trust Officer | Inside Vault Door Combination |
| Mary Beth Anderson | Trust Operations Associate | Inside Vault Door Combination |
| Abby Sockel | Assistant Vice President | Outside Vault Door Combination |
| Brenda Yeager | Internal Auditor | Outside Vault Door Combination |
| Patrick Phalen | Executive Vice President | Outside Vault Door Combination |
| Lori Johnson | Wealth Management | Outside Vault Door Combination |

Added Mary Beth Anderson 8/20/2018
Deleted Jonathan Leonard 8/10/2018

Added Lori Johnson 1/26/2018
Delete Jamie Singer 1/26/2018