

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

CONTRACT AWARD COVERPAGE

TO: POWERDMS, INC.
101 S GARLAND AVENUE, SUITE 300
ORLANDO, FLORIDA 32801

DATE ISSUED:	<u>APRIL 16, 2021</u>
CONTRACT NO:	<u>21-POL-SFA-559</u>
CONTRACT TITLE:	<u>TRAINING AND SUPPORT POWERDMS HOSTED SITES</u>

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. 21-POL-SFA-559 including any attachments or amendments thereto.

EFFECTIVE DATE: APRIL 16, 2021
EXPIRES: FEBRUARY 12, 2026
RENEWALS: NONE
COMMODITY CODE(S): 20837
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT No. 21-POL-SFA-559

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

VENDOR CONTACT: JEN EMERICK	VENDOR TEL. NO.:	<u>(407) 992-6039</u>
EMAIL ADDRESS: RENEWALS@POWERDMS.COM		
COUNTY CONTACT: IGOR SCHERBAKOV (POL- PUBLIC SAFETY)	COUNTY TEL. NO.:	<u>(703) 228-0709</u>
COUNTY CONTACT EMAIL: ISCHERBAKOV@ARLINGTONVA.US		

PURCHASING DIVISION AUTHORIZATION

Sy Gezachew Title: Procurement Officer Date: April 16, 2021

ARLINGTON COUNTY, VIRGINIA

STANDARD FORM AGREEMENT No. 21-POL-SFA-559

THIS AGREEMENT ("Agreement") is made on **April 13, 2021** by the County between the **COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA** ("County") and **PowerDMS, Inc.**, a Delaware Corporation, with a principal place of business located at 101 S. Garland Avenue, Suite 300, Orlando, Florida 32801 ("Contractor").

1. The Contract Documents consist of:

This Agreement

EXHIBIT A – SOFTWARE AS A SERVICE AGREEMENT

EXHIBIT B – GOVERNMENT CUSTOMER ADDENDUM

EXHIBIT C – PRICING

EXHIBIT D – NONDISCLOSURE AND DATA SECURITY AGREEMENT

2. The Contractor agrees to provide the following services:
 - a. Provide training and documentation on PowerDMS hosted sites
 - b. Continue to provide annual maintenance and support to PowerDMS SaaS
3. The County will have no obligation to the Contractor if no goods or services are required.
4. The Contractor's provision of these goods or services is subject to review and approval by the County's Project Officer.
5. The Contractor shall provide the services covered by the Contract beginning on March 22, 2021. Unless terminated as provided below, the Agreement shall continue until February 12, 2026.
6. The County will pay the Contractor, at the price shown in Exhibit C – Pricing Sheet (the price shown on Exhibit C is only applicable to the provision of the services for the dates specified on Exhibit C). Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor net 45 days from receipt of an invoice that the Project Officer approves for payment. The PowerDMS, Inc. Software as a Service Agreement, attached hereto as Exhibit A, is hereby incorporated herein and made a part of this Agreement for all purposes as if fully set forth herein.
7. Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date with respect to the next 12-month period of the applicable subscription and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

8. The Contractor is an independent contractor, and the County will not withhold from the Contractor's compensation any federal or Virginia unemployment taxes, federal or Virginia income taxes, Social Security tax or any other amounts for benefits to the Contractor or its agents or employees.
9. The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Agreement:
 - a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Agreement; or
 - b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

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

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

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

10. The County may terminate this Agreement by 30 days' written notice whenever the Purchasing Agent determines that termination is in the County's best interest ("Convenience Termination"). The Contractor will be entitled to receive compensation for all goods or services that the County accepted before the termination notice. The County understands and agrees that no refund will be provided by the Contractor in case of Convenience Termination by the County.
11. The County may terminate this Agreement by 48 hours' written notice if the Contractor fails to provide satisfactory goods or services, in the determination of the Project Officer. The

notice will be effective upon receipt by the Contractor or three days after the County mails the notice, whichever is sooner. The Contractor will be entitled to receive compensation only for goods or services that the County accepted before the County mailed the notice.

12. Time is of the essence and the Contractor agrees that failure to provide timely service will render this Agreement null and void.
13. The Contractor must provide a certificate of proof of the insurance coverages before the start of work:

- Workers Compensation-Standard Virginia Workers Compensation Policy.
- Commercial General Liability (CGL)- \$500,000 combined single limit with \$1,000,000 aggregate coverage to include Personal Injury, Completed Operations, Contractual Liability and, where applicable to the services, Products and Independent Contractors. "The County Board of Arlington County, Virginia, and its officers, employees and agents" must be additional named insureds on the CGL policy.
- Automobile Bodily Injury and Property Damage Liability - \$500,000 Combined Single Limit (Owned, non-owned, or hired, as applicable)

14. The Contractor agrees as follows:

- c. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or on any other basis prohibited by Virginia or federal law and must post in this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.
- d. The Contractor must state that it is an Equal Opportunity Employer in all solicitations or advertisements for employees that it places or causes to be placed.
- e. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall meet the requirements of this section.
- f. The Contractor must include the provisions of the foregoing paragraphs a), b), and c) in every subcontract or Purchase Order in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor and/or supplier.

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

16. The Contractor must (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor or supplier. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement.
17. 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.
18. The Contractor acknowledges that it does not, and will not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
19. This Agreement is governed by the Arlington County Purchasing Resolution, which is incorporated by reference. The time limit for decision by the County Manager in Contractual Disputes, as that term is used in the Purchasing Resolution, is thirty (30) days.
20. This Agreement is not effective until the County issues a valid County Purchase Order covering the amount of the Agreement.
21. 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. If County terminates this Contract under this Section, County agrees not to replace the services provided under this Contract with functionally similar products or services for a period of one year after the termination of this Contract.
22. 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.

23. 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
24. The County does not discriminate against faith-based organizations.
25. The Contractor will hold all County information and data obtained under this Agreement confidential in accordance with the Nondisclosure and Data Security Agreement attached as Exhibit D. If individual employees or subcontractors of the Contractor will perform work under this Contract on County-owned property, then each must sign a separate individual Nondisclosure and Data Security Agreement before performing any work or being allowed access to County data Attachment D.
26. The Contractor must comply with the provisions of Chapter 11 of the Arlington County Code covering business licenses as applicable.
27. The Contractor must remain authorized to transact business in the Commonwealth of Virginia during the term of this Agreement.
28. This Agreement is governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction and venue for any litigation is in the Circuit Court for Arlington County, Virginia, and in no other court.
29. 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. For avoidance of doubt, this Section is not intended to modify or abrogate the provisions of Section 9 of Exhibit A.

30. 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.

31. Notices will be effective when made in writing and either (a) delivered in person, (b) delivered to an overnight delivery service or (c) deposited in the United States mail, certified or registered. Notices should be addressed as follows:

TO THE CONTRACTOR:

POWERDMS, INC

Attn: Legal
101 South Garland Avenue, Suite 300
Orlando, Florida 32801
Email:
legal@powerdms.com
Tel: 1-800-749-5104

TO THE COUNTY:

Niki Levy
The County Project Officer
1425 North Courthouse Road
Arlington, Virginia 22201
Email: nslevy@arlingtonva.us
Tel: 703-228-4365

AND

Sharon T. Lewis, Purchasing Division Chief
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500A
Arlington, Virginia 22201
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

32. The Contractor must retain all books, records and other documents related to this Contract for at least five years 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, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects. The foregoing sentence is not intended to modify or abrogate the provisions of Section 5.2 of Exhibit A.
33. The Contractor shall not assign or transfer this Agreement, or any of its rights or interests, without the County's prior written consent.
34. This Agreement may be modified only by written amendment.
35. All remedies available to the County under this Agreement are cumulative, and no remedy is exclusive of any other that is available to the County at law or in equity.
36. The sections, paragraphs, sentences, clauses and phrases of this Agreement are severable; and if any part is held to be invalid, the rest of the Agreement will remain in effect.

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

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

POWERDMS INC

PRINT: SY GEZACHEW
DocuSigned by:

PRINT: Nikolai Zavas
DocuSigned by:

SIGNATURE Sy Gezachew

SIGNATURE Nikolai Zavas

TITLE: PROCUREMENT OFFICER

TITLE: General Counsel

DATE: 4/16/2021

DATE: 4/16/2021

EXHIBIT A
PowerDMS, Inc.
Software as a Service Agreement

1. Definitions; Construction

1.1. Definitions.

“Agreement” means this Software as a Service Agreement.

“Customer Data” means electronic data and information submitted by or for Customer to PowerDMS in connection with the Services.

“Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

“Intellectual Property Rights” means all trade secrets, United States patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trade marks), service marks, trade names, copyrights, moral rights, database rights, design rights, rights in know-how, rights in Confidential Information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, any application for the foregoing, and all rights to enforce the foregoing), and all other equivalent or similar rights which may subsist anywhere in the United States.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“PowerDMS” means PowerDMS, Inc., a Delaware corporation.

“PowerDMS Technology” means the software applications, tools, application programming interfaces (APIs), connectors, programs, networks and equipment that PowerDMS uses to make its

software as a service subscription products and related services available to its customers.

“Service Order” means an ordering document executed by Customer, whether or not designated a "Service Order", specifying the Services the Customer is purchasing from PowerDMS, as such Service Order may be amended from time to time as mutually agreed by the Customer and PowerDMS. Service Orders shall not include Customer's purchase order forms.

“Services” means the PowerDMS software as a service (SaaS) subscription products and/or professional services described in one or more Service Orders executed by the Customer.

“Subscription Term” means the period of time identified on each Service Order, for which PowerDMS has committed to provide, and Customer has committed to pay for, the Services.

“Users” means an individual who is an employee or independent contractor of Customer who has been authorized by Customer to use the Services, for whom Customer has purchased a subscription, and to whom Customer (or, when applicable, PowerDMS at Customer's request) has supplied a user identification and password.

“Volunteered Data” shall include any and all suggestions, enhancement requests, recommendations, corrections or other feedback provided by Customer or its Users relating to the Services or the PowerDMS Technology as well as any portion of the Customer Data that the Customer submits into the PowerDMS Success Community or otherwise unambiguously identifies through the Services as being made freely available to PowerDMS or other PowerDMS customers. Volunteered Data shall not include Protected Health Information (PHI), data applicable to or regulated by the Payment Card Industry–Data Security Standards (PCI-DSS), Personally Identifiable Information (PII), or personal

data of data subjects within the European Union (EU), European Economic Area (EEA), or Switzerland.

1.2. **Construction.** This Agreement applies to the provision of all Services. The parties will enter into one or more Service Orders that contain additional terms and conditions applicable to the provision of certain Services. Upon execution by the Customer (or upon becoming effective under Section 7.3), each Service Order will be incorporated into this Agreement. In the event of any conflict between the provisions of this Agreement and any Service Order, the provisions of the Agreement will prevail, but only to the extent of such conflict.

2. **Services**

2.1. **Services.** PowerDMS will (a) make the Services available to Customer and Customer's Users pursuant to this Agreement and any applicable Service Orders, (b) provide applicable standard support for the Services at no additional charge (or such other level of support specified in a Service Order), (c) use commercially reasonable efforts, using applicable current industry practices, to ensure the Services do not contain or transmit any Malicious Code, and (d) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for planned downtime (of which PowerDMS will give advance notice).

2.2. **Subscriptions.** Unless otherwise provided in the applicable Service Order, Services are purchased as subscriptions. If Customer elects to increase the number of Users permitted to use the Services pursuant to a subscription, fees for the additional Users will be calculated at the same per User pricing as the underlying subscription and will be prorated for the portion of that subscription term remaining at the time the additional Users are added. Any such modification to a subscription will be confirmed in writing by Customer, and both PowerDMS and Customer shall be subject to the terms of this Agreement with respect to the additional Users and any new Services purchased in connection with such modification.

2.3. **Customer Responsibilities.** Customer will be responsible for (a) ensuring Customer and its Users comply with terms and conditions of this Agreement and each Service Order, (b) the accuracy, quality and legality of the Customer Data, the means by which the Customer obtained the Customer Data and Customer's use of the Customer Data in connection with the Services, (c) using reasonable efforts to prevent unauthorized access to or use of Services, and provide prompt notice to PowerDMS of any unauthorized access or use, (d) using the Services only in accordance with this Agreement, any applicable Service Orders and applicable laws and government regulations, and (e) allocating the necessary resources and personnel to cooperate with PowerDMS staff in a timely manner to allow the Services to perform.

2.4. **Restrictions.** Customer acknowledges that PowerDMS does not pre-screen, verify, or endorse the content of the Customer Data that Customer or its Users stores or transmits via the Services. Customer will not, and will ensure its Users do not (a) make any of the Services available to anyone other than Users or use any Services for the benefit of anyone other than Customer and its Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit Protected Health Information (PHI), unless otherwise agreed in writing by the parties, (e) use the Services to store, transmit or process the personal data of data subjects within the European Union (EU), European Economic Area (EEA), Switzerland or the United Kingdom unless otherwise agreed in writing by the parties, (f) use the Services to store or transmit data applicable to or regulated by the Payment Card Industry – Data Security Standards (PCI-DSS), (g) use the Services to store or transmit Malicious Code, (h) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (i) attempt to gain unauthorized access to the Services or its related systems or networks, (j) modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (k) frame or mirror any part of the Services, other than framing on Customer's own intranets or otherwise for Customer's own internal purposes, (l) access the Services for the purpose of building, selling or marketing a competitive product or service or copying any PowerDMS Technology, (m) remove the copyright, trademark, or any other proprietary rights or notices included within PowerDMS Technology and on and in any documentation or training materials, (n) disassemble, reverse engineer, or decompile the Services, including

PowerDMS Technology or otherwise attempt to obtain or perceive the source code of PowerDMS Technology, or (o) use the Services in a manner which violates any applicable laws.

2.5. Infringing or Restricted Content. PowerDMS reserves the right to delete or disable content stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the Intellectual Property Rights of others, or if PowerDMS otherwise reasonably believes any such content is in violation of Section 2.4.

2.6. Modifications to Services. The Services may be modified by PowerDMS from time to time as it deems necessary to address changes in technology and the needs of its customers, provided that any such modification will not degrade the functionality of the Services in any material manner, unless required by applicable law. PowerDMS will notify Customer in advance of any material modifications.

2.7. Third Party Services. The Services may permit Customer and its Users to access services or content provided by third parties through the Services ("**Third Party Services**"). Customer agrees that PowerDMS is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. PowerDMS makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. PowerDMS may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits PowerDMS to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, PowerDMS will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

3. **Proprietary Rights and Licenses**

3.1. Limited License to Use Services. Subject to the terms and conditions of this Agreement, PowerDMS hereby grants to Customer a non-exclusive, non-transferable, limited, royalty-free license, without right to sub-license, for the term of each Service Order, to access and use, and to permit its Users to access and use, the Services, solely for Customer's operations in its ordinary course of business.

3.2. Limited License to Use Customer Data. Customer hereby grants to PowerDMS a non-exclusive, non-transferable, limited, royalty-free license, without right to sub-license (except to its sub-processors, as required for the provision of the Services), to aggregate, compile, transmit, and otherwise use the Customer Data, as necessary to perform the Services, to create Statistical Data and Anonymized Data for the purposes described in 3.3 below and as otherwise may be agreed in writing by Customer.

3.3. Statistical Data and Anonymized Data. PowerDMS tracks and collects certain information about how Users use the Services and uses the information collected to obtain general statistics regarding the use of the Services and to evaluate how Users use and navigate the Services (collectively, "**Statistical Data**"). PowerDMS may use Statistical Data for PowerDMS's internal analytical purposes, including the improvement and enhancement of the Services and PowerDMS's other offerings. At times, PowerDMS may review the Statistical Data of multiple customers and may combine, in a non-personally-identifiable format, the Statistical Data with Statistical Data derived from other customers and users to create aggregate, anonymized data regarding usage history and statistics (collectively, "**Anonymized Data**"). Anonymized Data will not contain information that identifies or could be used to identify Customer or its Users. Customer agrees that Anonymized Data is not Confidential Information of Customer. PowerDMS may use Anonymized Data to create reports that it may use and disclose for PowerDMS's commercial or other purposes.

3.4. Reservation of Rights. No rights or licenses are granted except as expressly set forth herein. Without limiting the foregoing, subject to the limited rights expressly granted in this Section 3, all right, title and interest (including all related Intellectual Property Rights) in and to (a) the Services and the PowerDMS Technology is retained by PowerDMS, and (b) the Customer Data is retained by Customer.

3.5. Feedback and Volunteered Data. Customer grants PowerDMS a worldwide, perpetual, irrevocable, royalty-free license to use, disclose, reproduce, license or otherwise distribute and incorporate into the Services and the PowerDMS Technology any "**Volunteered Data**".

3.6. Federal Government Use. If the Services or the PowerDMS Technology are made available to a federal government end user, for ultimate federal government end use, technical data and software rights related to the Services include only those rights customarily provided to the public as specified in this Agreement.

4. **Confidentiality**

4.1. Definition of Confidential Information. “**Confidential Information**” means all information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. PowerDMS Confidential Information includes the PowerDMS Technology and the Services, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

4.2. Obligations. The Receiving Party will use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

4.3. Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

4.4. Equitable Relief.-[intentionally omitted]

5. **Customer Data**

5.1. Data Breach Notification.

5.2. Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on PowerDMS's systems using the then existing features and functionality of the Services, PowerDMS will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by PowerDMS, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, PowerDMS will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement.

6. **Term; Termination**

6.1. Term of Agreement. Subject to earlier termination as provided below, this Agreement begins on the Effective Date, as defined in the parties' main Agreement, and continues for as long as any Subscription Terms are in effect.

6.2. Termination for Breach. PowerDMS may terminate this Agreement or any Service Order (a) upon 30 days written notice to the Customer of a material breach if such breach remains uncured at the expiration of such period, or (b) if the Customer becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

6.3. Suspension. PowerDMS may suspend Customer's or any User's right to access or use any portion of the Services if PowerDMS determines that Customer's or Users' use of the Services (i) poses a security risk to the Services, PowerDMS or any third party, (ii) may adversely impact the Services, or the networks or data of any other PowerDMS customer, business partner or service provider, (iii) does not comply with this Agreement, a Service Order or applicable law, or (iv) may subject PowerDMS or any third party to liability. PowerDMS will endeavor to provide as much notice as is reasonably practicable under the circumstances, and to reinstate the Services as soon as reasonably practicable following resolution of the issue.

7. Representation and Warranties; Disclaimers

7.1. Disclaimer of Implied Warranties. THE WARRANTIES SET FORTH IN SECTION 8.1 AND 8.2 ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY POWERDMS AND CUSTOMER, HEREUNDER, RESPECTIVELY. EACH OF POWERDMS AND CUSTOMER EXPRESSLY DISCLAIMS, AND THE OTHER PARTY HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING THE SERVICES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, UNINTERRUPTED ACCESS, OR THAT THE SERVICES WILL BE AVAILABLE CONSTANTLY AND IN AN UNINTERRUPTED MANNER AND ANY OTHER IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, ALL THIRD-PARTY OFFERINGS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. POWERDMS MAKES NO WARRANTY THAT THE SERVICES WILL COMPLY WITH THE LAWS (INCLUDING WITHOUT LIMITATION ANY LAWS RESPECTING DATA PRIVACY) OF ANY JURISDICTION OUTSIDE OF THE UNITED STATES OF AMERICA.

8. Indemnification [intentionally omitted]

9. Limitation of Liability.

9.1. Exclusion of Certain Claims. REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, COST OF COVER OR SUBSTITUTE SERVICES, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, INCLUDING LOSS OF BUSINESS, REVENUE OR ANTICIPATED PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, POWERDMS SHALL NOT BE LIABLE FOR THE CRIMINAL ACTS OF THIRD PARTIES.

9.2. Limitation of Liability. EXCEPT FOR CLAIMS OF INTELLECTUAL PROPERTY INDEMNIFICATION, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE SUM OF ALL AMOUNTS REQUIRED TO BE PAID BY CUSTOMER TO POWERDMS IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE PARTIES ACKNOWLEDGE THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS, THE PRICING AND OTHER TERMS SET FORTH IN THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

EXHIBIT C - PRICING



t 800.749.5104 f 407.210.0113 www.powerdms.com 101 S. Garland Ave, Ste 300 Orlando, FL 32801

Service Order

Contract Details

Account Number: A-308
Customer: Arlington County Police Department (VA)
Sales Rep: Salesforce Administrator

Order Details

Order #: Q-86376
Order Date: 2/12/2021
Valid Until: 2/12/2021
Subscription Start Date: 2/12/2021
Subscription Term (months): 12

Customer Contact

Billing Contact: Arlington County Police Department (VA)
 Sara Sasfai
Address: 1425 Courthouse Road
 7th Floor
 Arlington, VA 22201

Billing Contact Email: acpdbilling@arlingtonva.us
Phone: (703) 228-4065
Fax:

Payment Terms

Payment Term: Net 60 **Notes:**
PO Number:

Subscription Service

Item	Start Date	End Date	Qty	Type	List Price	Total
SDMS-AS	2/12/2021	2/11/2022	650	Recurring	\$10.39	\$6,753.50
Annual PowerDMS.com hosted subscription fee						
Public Facing Documents - Local Agencies - Small	2/12/2021	2/11/2022	1	Recurring	\$1,500.00	\$1,500.00
Public-Facing Documents is an add-on feature for the Policy product that allows an admin user to make content within a PowerDMS site to be made public.						
PowerDMS University - 500- 999	2/12/2021	2/11/2022	1	Recurring	\$750.00	\$500.00
Access to PowerDMS University with unlimited Boot Camp registrations.						
TOTAL:						\$8,753.50



Contract Details

Account Number: A-308
Customer: Arlington County Police Department (VA)
Sales Rep: Salesforce Administrator

Order Details

Order #: Q-128446
Order Date: 2/12/2022
Valid Until: 2/12/2022
Subscription Start Date: 2/12/2022
Subscription Term (months): 48

Customer Contact

Billing Contact: Arlington County Police Department (VA)
 Krista White
Address: 1425 Courthouse Road
 7th Floor
 Arlington, VA 22201

Billing Contact Email: kwhite1@arlingtonva.us
Phone:
Fax:

Payment Terms

Payment Term: Net 60 **Notes:**

PO Number:

Subscription Service

YEAR-1

Item	Type	Start Date	End Date	Qty	Total
PowerDMS Professional	Recurring	2/12/2022	2/11/2023	650	\$10,346.83
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.					
Legacy Training Included	Recurring	2/12/2022	2/11/2023	650	\$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.					
VLEPSC Manual	Recurring	8/19/2022	2/11/2023	1	\$0.00
View Standards manual electronically.					
PowerDMS Standards for VLEPSC	Recurring	8/19/2022	2/11/2023	1	\$387.21
Attach proofs to show compliance with VLEPSC Standard, assign assessment tasks, track revisions, and status-based grading.					
YEAR-1 TOTAL:					\$10,734.04

YEAR-2

Item	Type	Start Date	End Date	Qty	Total
PowerDMS Professional	Recurring	2/12/2023	2/11/2024	650	\$12,381.12
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.					
Legacy Training Included	Recurring	2/12/2023	2/11/2024	650	\$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.					
VLEPSC Manual	Recurring	2/12/2023	2/11/2024	1	\$0.00
View Standards manual electronically.					



Service Order

Item	Type	Start Date	End Date	Qty	Total
PowerDMS Standards for VLEPSC	Recurring	2/12/2023	2/11/2024	1	\$805.00

Attach proofs to show compliance with VLEPSC Standard, assign assessment tasks, track revisions, and status-based grading.

YEAR-2 TOTAL: \$13,186.12

YEAR-3

Item	Type	Start Date	End Date	Qty	Total
PowerDMS Professional	Recurring	2/12/2024	2/11/2025	650	\$14,888.91

A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.

Legacy Training Included	Recurring	2/12/2024	2/11/2025	650	\$0.00
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A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.

VLEPSC Manual	Recurring	2/12/2024	2/11/2025	1	\$0.00
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View Standards manual electronically.

PowerDMS Standards for VLEPSC	Recurring	2/12/2024	2/11/2025	1	\$805.00
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Attach proofs to show compliance with VLEPSC Standard, assign assessment tasks, track revisions, and status-based grading.

YEAR-3 TOTAL: \$15,693.91

YEAR-4

Item	Type	Start Date	End Date	Qty	Total
PowerDMS Professional	Recurring	2/12/2025	2/11/2026	650	\$15,651.77

A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.

Legacy Training Included	Recurring	2/12/2025	2/11/2026	650	\$0.00
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A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.

VLEPSC Manual	Recurring	2/12/2025	2/11/2026	1	\$0.00
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View Standards manual electronically.

PowerDMS Standards for VLEPSC	Recurring	2/12/2025	2/11/2026	1	\$805.00
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Attach proofs to show compliance with VLEPSC Standard, assign assessment tasks, track revisions, and status-based grading.

YEAR-4 TOTAL: \$16,456.77

Subscription Term Total : | \$56,070.84



t 800.749.5104 f 407.210.0113 www.powerdms.com 101 S. Garland Ave, Ste 300 Orlando, FL 32801

Service Order

Contract Details **Order Details**

Account Number: A-7097
Customer: Arlington County Sheriff's Office (VA)
Sales Rep: Salesforce Administrator

Order #: Q-108044
Order Date: 12/12/2020
Valid Until: 12/12/2020
Subscription Start Date: 12/12/2020
Subscription Term (months): 12

Customer Contact

Billing Contact: Arlington County Sheriff's Office (VA)
 Niki Levy
Address: 1425 N. Courthouse Rd,
 Arlington, VA 22201

Billing Contact Email: nslevy@arlingtonva.us
Phone: 703-228-4365
Fax:

Payment Terms

Payment Term: Net 60 **Notes:**

PO Number:

Subscription Service

Item	Start Date	End Date	Qty	Type	List Price	Total
SDMS-AS	12/12/2020	12/11/2021	350	Recurring	\$11.95	\$4,182.50
Annual PowerDMS.com hosted subscription fee						
ACA Adult Local Detention Facilities (ALDF) Manual	12/12/2020	12/11/2021	1	Recurring	\$85.00	\$85.00
View Standards Manual electronically.						
TOTAL:						\$4,267.50

**Contract Details**

Account Number: A-7097
Customer: Arlington County Sheriff's Office (VA)
Sales Rep: Salesforce Administrator

Order Details

Order #: Q-127441
Order Date: 12/12/2021
Valid Until: 12/12/2021
Subscription Start Date: 12/12/2021
Subscription Term (months): 48

Customer Contact

Billing Contact: Arlington County Sheriff's Office (VA)
 Niki Levy
Address: 1425 N. Courthouse Rd,
 Arlington, VA 22201

Billing Contact Email: nslevy@arlingtonva.us
Phone: 703-228-4365
Fax:

Payment Terms

Payment Term: Net 60 **Notes:**

PO Number:

Subscription Service

YEAR-1

Item	Type	Start Date	End Date	Qty	Total
PowerDMS Professional	Recurring	12/12/2021	12/11/2022	350	\$6,129.41
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.					
Legacy Training Included	Recurring	12/12/2021	12/11/2022	350	\$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Lite and Pro, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.					
PowerDMS Standards for Adult Local Detention Facilities (ALDF)	Recurring	12/12/2021	12/11/2022	1	\$850.00
Attach proofs to show compliance with ACA ALDF Standard, assign assessment tasks, track revisions, and status-based grading.					
ACA Adult Local Detention Facilities (ALDF) Manual	Recurring	12/12/2021	12/11/2022	1	\$85.00
View Standards Manual electronically.					
YEAR-1 TOTAL:					\$7,064.41

YEAR-2

Item	Type	Start Date	End Date	Qty	Total
PowerDMS Professional	Recurring	12/12/2022	12/11/2023	350	\$8,470.84
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.					
Legacy Training Included	Recurring	12/12/2022	12/11/2023	350	\$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Lite and Pro, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.					
PowerDMS Standards for Adult Local Detention Facilities (ALDF)	Recurring	12/12/2022	12/11/2023	1	\$850.00
Attach proofs to show compliance with ACA ALDF Standard, assign assessment tasks, track revisions, and status-based grading.					



Service Order

Item	Type	Start Date	End Date	Qty	Total
ACA Adult Local Detention Facilities (ALDF) Manual	Recurring	12/12/2022	12/11/2023	1	\$85.00
View Standards Manual electronically.					
YEAR-2 TOTAL:					\$9,405.84

YEAR-3

Item	Type	Start Date	End Date	Qty	Total
PowerDMS Professional	Recurring	12/12/2023	12/11/2024	350	\$11,388.80
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.					
Legacy Training Included	Recurring	12/12/2023	12/11/2024	350	\$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Lite and Pro, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.					
PowerDMS Standards for Adult Local Detention Facilities (ALDF)	Recurring	12/12/2023	12/11/2024	1	\$850.00
Attach proofs to show compliance with ACA ALDF Standard, assign assessment tasks, track revisions, and status-based grading.					
ACA Adult Local Detention Facilities (ALDF) Manual	Recurring	12/12/2023	12/11/2024	1	\$85.00
View Standards Manual electronically.					
YEAR-3 TOTAL:					\$12,323.80

YEAR-4

Item	Type	Start Date	End Date	Qty	Total
PowerDMS Professional	Recurring	12/12/2024	12/11/2025	350	\$12,043.93
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.					
Legacy Training Included	Recurring	12/12/2024	12/11/2025	350	\$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Lite and Pro, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.					
PowerDMS Standards for Adult Local Detention Facilities (ALDF)	Recurring	12/12/2024	12/11/2025	1	\$850.00
Attach proofs to show compliance with ACA ALDF Standard, assign assessment tasks, track revisions, and status-based grading.					
ACA Adult Local Detention Facilities (ALDF) Manual	Recurring	12/12/2024	12/11/2025	1	\$85.00
View Standards Manual electronically.					
YEAR-4 TOTAL:					\$12,978.93

Subscription Term Total :	\$41,772.98
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EXHIBIT D

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of PowerDMS, Inc. ("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. 21-POL-SFA-559 (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, except to the extent permitted by the provisions of Section 3 of Exhibit A. 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.

Except to the extent permitted by the provisions of Section 3 of Exhibit A, 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 as appropriate; 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 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 to the extent Contractor has been given custody and

control over such storage device or paper files. County acknowledges and agrees that it is commercially reasonable for the Contractor to rely upon the security processes and measures utilized by Contractor's cloud infrastructure providers

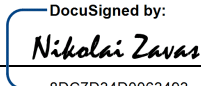
Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, or running the latest version of an industry-standard virus protection program. The Contractor will ensure that all 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 will notify County Project Officer of unauthorized access to, or unauthorized use, loss or disclosure of County Information within Contractor custody and control (a "Security Breach") within 72 hours of PowerDMS's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. Except to the extent required otherwise by applicable law, County will have approval rights on notifying any third-party regulatory authority of the Security Breach. If applicable law or County policies require notification of its Users (as defined in Exhibit A) or others of the Security Breach, Customer shall be responsible for such notification..

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, disaster recovery and best practices in place to ensure confidentiality, protection, privacy and security of County information and County-networked resources and to ensure compliance with all applicable local, state and federal 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.

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: Nikołai Zavas
Date: 4/16/2021

EXHIBIT B

Government Customer Addendum

Cooperative Purchasing. If Customer is a Government Customer, but is not a U.S. Federal Agency or subdivision thereof, PowerDMS agrees to allow any other state agency, department, political subdivision or instrumentality of the state but in all cases located in the same state as the Customer ("Related Agency") to purchase Services under the terms of the Agreement, at the Related Agency's discretion with the following requirements, exceptions and limitations: (a) any purchases made by a Related Agency shall be transactions between the Related Agency and PowerDMS; for clarity, Customer shall not be responsible for any transactions between the Related Agency and PowerDMS, (b) the terms (including pricing) specified in the Service Orders entered into between PowerDMS and Customer shall not be incorporated into the transactions between the Related Agency and PowerDMS, and (c) the Related Agency will confirm in writing it has the authority to use the Agreement for the purchase and that the use of the Agreement for the purchase is not prohibited by law or procurement regulations or standards applicable to the Related Agency.