

20-828-SS Parx Smart Agreement

AGREEMENT BETWEEN ARLINGTON COUNTY AND PARK SMART PARKING SOLUTIONS LTD.

THIS AGREEMENT ("Agreement") is made on the date of execution between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ("County") and PARK SMART PARKING SOLUTIONS LTD., an Israeli corporation, having offices at Z.H.R. Industrial Zone P.O. Box 608, Rosh Pina 12000000, Israel ("Contractor" or "Parx SPS") (County and Contractor or Parx SPS collectively shall hereinafter referred to as the "Parties").

This Agreement establish the rights and obligations of the Parties in respect to the concession granted by County to Contractor to integrate its EasyPark Parking System (as defined hereinafter) in the existing parking system of Arlington County, Virginia, and County's undertaking to use the Contractor's EasyPark System for its on-street parking, provide Marketing services related to the EasyPark System and provide the required infrastructure for the implementation and operation of the EasyPark System in the County, as described in this Agreement hereinafter;

1. The Contractor agrees to provide the following goods or services:

Installation, distribution and technical and financial operation and maintenance of the EasyPark System as specified in the Scope of Work ("SOW") attached as Exhibit A hereto and in accordance with the terms, covenants, and conditions of this Agreement and its Exhibits related to the implementation and use of the EasyPark System in the County.

2. County hereby grants the Contractor a non-exclusive concession to integrate, sell, distribute, market and operate its EasyPark System in the County during the term of this Agreement and any extension thereof, and undertakes to fully and timely perform its obligations as described herein in accordance with the terms, covenants, and conditions of the Agreement, its Exhibits and all applicable Federal, State, and local laws, rules, and regulations for the successful implementation of this Agreement.

2.1 The County will permit legally the use of the Contractor's EasyPark System, as a payment method for parking, for its on-street parking solution in its MSA and to charge Drivers the fees prescribed in this Agreement. County will permit legally the use of the Contractor's EasyPark System for its off-street parking solution if and as specified in the SOW.

2.2 The County shall install and maintain the infrastructure for the proper operation of the EasyPark System in the County as described in the SOW Exhibit A, including, without limitation, design and placement of main and supplementary parking signs, and road surface markings if applicable, as further described in the SOW (Exhibit A).

2.3 The County will actively promote market and support the distribution and use of the EasyPark System by Drivers. City's Marketing obligation under this Agreement is specified in the SOW (Exhibit A).

3. The Contractor understands and agrees that this is a requirements contract and therefore excluding for all and any County's undertakings related to the setup and responsibilities in the operation of the system as described in the SOW, County will not be responsible to the Contractor if no

goods or services are required by County citizens after the system enters into operation.

4. The Contractor's provision of these goods or services shall be subject to review and approval by the Project Officer ("Project Officer") assigned by the Treasurer of Arlington County.

5. Subject to the fulfillment of County's undertakings set forth herein, the Contractor shall provide the goods or service designated in Paragraph 1 and any attachments beginning on July 1, 2019, and, unless terminated as provided below, shall continue until June 30, 2024 (the "Term").

Notwithstanding the foregoing, the Parties agree that if by reasons attributable to the County or any of its related affiliates, Contractor's implementation schedule of this Agreement or of the operation of the EasyPark System is delayed, all and any of the obligations of the Contractor shall be postpone correspondently for the term of such delay plus an additional period of seven (7) business days and the expenses arising from such delay shall be acknowledged and assumed by County.

6. For services rendered or goods provided by the Contractor and accepted by the Project Officer, the County shall pay the Contractor the amounts specified in the Scope of Work Exhibit A hereto. The County shall not pay the Contractor any other additional sum for the goods and services under this Agreement, unless the Parties will agree otherwise in writing. Except as otherwise specified in this Agreement, payment to the Contractor shall be net thirty (30) days from receipt by the County of a correct invoice from the Contractor. An invoice's correctness will be determined by the Project Officer.

7. It is understood and agreed by the parties that the Contractor is an independent contractor separate the County ("County"), and the County will not withhold from the compensation paid to the Contractor 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; further, the County will not provide any insurance coverage or other benefits normally provided by the County for its general employees to the Contractor.

8. The Contractor acknowledges that it will be responsible for all and any obligations of its subcontractors, if any, or any other person who may be directly employed by the later, exempting the County from any responsibility towards such Contractor's subcontractors.

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

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

subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to 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. An Agreement modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

9. This Agreement shall be in effect for a term of forty eight (48) months from the Effective Date. Nevertheless it may be terminated by either Party upon written notice of sixty (60) days before the date of termination by such terminating Party. The Contractor will be entitled to receive compensation for all Agreement goods or services satisfactorily performed by the Contractor and accepted by the County prior to such termination notice, in the event County provided Contractor with such termination notice.

10. The County shall have the right to terminate this Agreement if the Contractor fails to provide satisfactory goods or services, in the sole determination of the Project Officer and failed to cure such breach within thirty (30) days from receipt of written notice of such breach. In the event of such termination, the County will give the Contractor written notice thirty (30) days before the effective date and time of termination. Such notice shall be effective upon being mailed by the County to the Contractor. In the event this Agreement is terminated by the County due to the Contractor's failure to provide satisfactory goods or services, the Contractor shall be entitled to receive compensation only for goods or services satisfactorily performed and accepted by the Project Officer prior to the mailing by the County of such termination notice.

Without prejudice to the aforesaid, either Party may, at its option, terminate this Agreement for cause effective upon notice to the other Party if the other Party has breached any material provision of this Agreement and has failed to cure such breach within thirty (30) days from receipt of written notice of such breach from the other Party. Cause shall include, but not be limited to:

10.1 Substantial failure by the other Party to perform a material obligation in accordance with the terms of this Agreement; and

10.2 Contractor's dissolution or liquidation, failure to pay its substantial debts; an assignment for the benefit of creditors; the

commencement of a case in bankruptcy or any proceeding under any other insolvency law; or a trustee, receiver or agent is appointed or authorized to take charge of substantially all of the Contractor's property for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of creditors; and

11. It is mutually understood and agreed that time is of the essence and the Contractor agrees that failure to provide timely service under this Agreement and/or timely payment of Contractor's consideration as set forth in this Agreement, shall render this Agreement null and void, and either Party will be relieved of all obligations hereunder.

12. Contractor undertakes to maintain insured its activities under this Agreement against all reasonable risks of its activities during its implementation. Contractor's insurance policies shall remain in full force and effect during the entire term of this Agreement. Contractor shall provide County a copy of its insurance policy within (30) calendar days after the execution of this Agreement for its information.

13. The Contractor agrees as follows:

- a) 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 any other basis prohibited by Virginia or federal law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this nondiscrimination clause.
- b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that it is an Equal Opportunity Employer.
- c) Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d) The Contractor shall 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.

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

15. During the performance of this Agreement, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of 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.

16. In accordance with § 2.2-4311.1 of the Code of Virginia, if applicable, the Contractor acknowledges that it does not, and shall not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

16. This Agreement is governed, in part, by all applicable provisions of the Arlington County Purchasing Resolution, which is hereby incorporated by reference into this Agreement. The time limit for decision by the County in Contractual Disputes, as that term is used in the Purchasing Resolution, is fifteen (15) days.

17. This Agreement shall not be effective until a valid Purchase Order is issued to the Contractor covering the amount of the Agreement. County undertakes to provide Contractor with a valid Purchase Order no later than 7 days after the execution of this Agreement. Notwithstanding anything prescribed in this Agreement and its Exhibits, it is agreed that all and any obligations of the Contractor shall commence only after provision of such valid Purchase Order to Contractor by County.

18. All funds for payments by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of non-appropriation of funds by the County Board for Arlington County for the goods and/or services provided under this Agreement or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Agreement, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Agreement, cancellation will be accepted by the Contractor on sixty (60) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination specified in the County's written notice.

19. This Agreement incorporates by reference, if and to the extent applicable to the Contractor and as long as the hereunder clauses do not diminish County's undertakings under this Agreement, Article 9 of the Arlington County, Virginia, Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia (§ 18.2-438 et seq.), as amended.

20. No employee of the County shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.

21. The County does not discriminate against faith-based organizations.

22. The Contractor and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of its Work under this Agreement. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement. The Contractor agrees that it shall hold all County information and data obtained as a result of its work under this Agreement confidential in accordance with the Nondisclosure and Data Security Agreement attached hereto as Exhibit E.

23. The Contractor agrees to comply with the provisions of Chapter 11 of the Arlington County Code covering business licenses insofar as those provisions may apply to this Agreement.

24. The Contractor shall be and remain authorized to transact business in the Commonwealth of Virginia during the term of this Agreement.

25. This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and no other state. The jurisdiction and venue for any litigation with respect thereto shall be in the General District Court or Circuit Court for Arlington County, Virginia, and in no other court or jurisdiction.

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

indemnification as mentioned above will be limited to the amount Contractor actually received by Membership Fee and Loading Fee during the preceding 6 months prior to the County's claim.

(b) **Warranty and Limitation of Liability.**- Notwithstanding the foregoing provisions of section (a) above, the EasyPark System (including any and all of its elements, hereinafter in this section, the "Product") is provided hereunder "AS IS". The Contractor hereby warrants the product against any major defects, which prove to be the result of bad workmanship or faulty materials, for a period of twelve (12) months after delivery (the "Warranty Period"). This limited warranty shall be void if failure of the defective Product has resulted from: (i) accident, abuse or misapplication and/or modifications which have been made to the Product by anyone other than the Contractor; or (ii) if Product is used in a non-standard environment; or (iii) if non-conformance of the Product results from excess usage of the maximum values (temperature limit, maximum voltage etc.) defined by the Contractor, or (iv) from use other than in accordance with the relevant specifications or Contractor's instructions, or (v) any other default not in the control of the contractor and/or not attributable to the Contractor. The warranty and remedies set forth herein are exclusive and except for and to the extent expressly provided herein, the Contractor makes no other or additional warranty or representation, either expressed or implied, with respect to the Product, including its quality, performance, merchantability, fitness for a particular purpose or non-infringement. The Parties agree that all other warranties given or implied by any applicable law including any warranty given to Drivers by the County, shall be the sole responsibility of the County, without recourse to the Contractor.

(c) The Parties hereby expressly agree that the liability of the Contractor toward the County, Drivers, or towards any third party for the easypark system will be limited only to the amount Contractor actually received by Membership Fee and Loading Fee during the preceding 6 months prior to the claim. The Contractor will have no further liability toward the County, Drivers, or towards any third party for: (i) any cost of procurement of substitute goods, technology, services or rights; (ii) interruption of use or loss or corruption of data; (iii) any matter beyond its reasonable control, or (iv) any direct, indirect, consequential, incidental, punitive, special or exemplary damages or losses arising out of the use of the EasyPark System, or the inability to use the EasyPark System, or otherwise in connection with this Agreement, on any theory of liability, and even if it has been advised of the possibility thereof. notwithstanding the foregoing, it is agreed that in respect to the easypark device and/or the easypark pay by phone solution, the contractor sole liability will be limited to the replacement of any faulty EasyPark Device or, at the Contractor's sole choice and discretion, return of their price, and in no event shall exceed the aggregate amount of 50% of the fees (Membership Fee and Loading Fee) actually paid to the Contractor during the preceding year before the submission of a claim against it.

27. Notwithstanding any other provision of this Agreement, nothing in this Agreement or any action taken by either Party pursuant to this Agreement shall constitute or be construed as a waiver of such Party, including the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

28. All notices and other communications hereunder shall be deemed to have

been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Arnon Efraty
Email: arnone@parxglobal.com

TO THE COUNTY:

The Project Officer:

Treasurer of Arlington County
Attn: Chief Deputy Treasurer
2100 Clarendon Boulevard
Suite 201
Arlington, VA 22201

AND

Sharon T. Lewis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

29. The Contractor agrees to retain all books, records and other documents related to this Agreement for at least five (5) years after final payment. The County or its authorized agents shall have the right to examine relevant documents related to the project in the County during this period and during the Initial Agreement Term and any Subsequent Agreement Term, subject to prior written request to Contractor to examine such documents. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

30. This Agreement expressly incorporates any and all attachments and/or exhibits referenced hereinabove by reference. Where the terms and provisions of this Agreement vary from the terms and provisions of any attachments or exhibits, the terms and provisions of this Agreement shall take precedence.

31. The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security, and electronic transaction components of the Health Insurance portability and Accountability Act of 1996 ("HIPAA"). If applicable, the Contractor shall be designated a business associate pursuant and will be required to execute an Arlington County Business Associate Agreement pursuant to 45 C.F.R. §164.502(e) and §164.504(e).

32. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of any or all of its right, title or interest therein, without prior written consent of the County, which shall not be unreasonably withheld.

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

34. All remedies available to either Party under this Agreement are cumulative and no remedy hereunder shall be exclusive of any other remedy available to either Party at law or in equity.

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

36. County recognizes and acknowledges that all of the Contractor's and/or its affiliates' Intellectual Property, including without limitation, all updates and new versions, modifications, improvements and development of the EasyPark System and/or any of its Elements and/or related products and services, belong solely to the Contractor which is and shall remain its sole owner, and it is hereby expressly agreed that nothing in this Agreement shall constitute or be considered as constituting a transfer or license of the Contractor's Intellectual Property rights or any part thereof to the City.

Without prejudice to the aforesaid, the County undertakes not to disassemble, decompile, modify, reverse engineer, or create derivative works of the EasyPark System and/or any of its Elements and/or any of the Contractor's Technology and/or Intellectual Property. The provisions of this Section 13 shall survive the termination or expiration of this Agreement without limitation of time.

37. Order of Precedence: Any inconsistency or conflict between the Agreement and its Exhibits, or between the Exhibits themselves, shall be resolved by giving precedence in the following order:

37.1 This Agreement.

37.2 Scope of Work Document, Exhibit A, as referenced in Section 1 above.

37.3 Without prejudice to the generally aforesaid, in the event of inconsistency or conflict between subsequent annexes or modification documents and the foregoing documents, the later shall prevail and govern the conflicting term for the specific amending document.

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

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

SIGNED: _____

PRINTED NAME: SHARON T. LEWIS

PRINTED TITLE: PURCHASING AGENT

DATE: _____

3/9/2020

PARK SMART PARKING SOLUTIONS LTD.

~~PARK
SMART PARKING
SOLUTIONS LTD~~

SIGNED: _____

PRINTED NAME: MEIR GILBOA

PRINTED TITLE: CHIEF EXECUTIVE OFFICER

DATE: _____

December 31, 2019

~~S.N 515478113~~

List of Exhibits

Exhibit A - Scope of Work Document

Exhibit B - User Manual

Exhibit C- PCI DSS Certificate of Compliance

Exhibit D - Hold Harmless Agreement

Exhibit E - Nondisclosure and Data Security Agreement

Exhibit A

Scope of Work ("SOW")

This document defines the roles and responsibilities of Parx Smart Parking Solutions, Ltd. ("Contractor") and the Treasurer of Arlington County, Virginia ("Treasurer") and is attached and incorporated in and to the Agreement signed between the County and the Contractor. Any capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

1. General Scope of Work and Definitions:

1.1. The Contractor shall provide all deliverables and services described herein in accordance with the terms and conditions set forth herein.

1.3. The following definitions shall mean:

"Driver/s or User/s" – means the purchasers of EasyPark Devices and/or users of the EasyPark System for use to pay parking fees to the County.

"EasyPark" – means the brand name used by the Contractor to sell and market all its parking solution components worldwide, such as; physical devices and hardware, software, systems, related websites, pay by phone solution, all Elements of the EasyPark System, related services and other.

"EasyPark Device" – means the Contractor's personal parking multi-application in-vehicle meter issued to Drivers to allow them to use the EasyPark System as further defined herein.

"EasyPark System" – means the current EasyPark System that may consist of the following elements ("Elements"): the Contractor's back office Management software modules; the Contractor's database and communication module; Web reports module; EasyPark Device management module; EasyPark reloading module; terminals management module; the Contractor's billing system; EasyPark USA Website and incorporated payment gateway; EasyPark gates; EasyPark permit management module; EasyPark pay by phone solution and/or any other system elements or related components, as may be added, modified or applied from time to time by the Contractor, as further specified in the SOW, Exhibit A. It is hereby clarified, that the EasyPark System may be modified from time to time at Contractor's sole discretion. The Elements of EasyPark System used in each county and engagement may be different and based on specific needs and agreements specified in the SOW. The use of the term EasyPark System in this Agreement does not constitute the deployment of each and every component under this section unless clearly specified in the SOW.

"EasyPark USA Website" – means <https://www.easyparkusa.com/>, and any sub-domain which Contractor will use for the purpose hereof and/or any domain or sub-domain will use from time to time.

"Loading Fee" – means the total flat fee charged to the Treasurer and/or the Driver for every transaction of loading funds onto the Personal Account and shall be \$8.00.

"Marketing" – means various actions and steps intended to educate and actively promote the distribution and use of the EasyPark System by Drivers.

"Net Collected Parking Revenue" – means the net amount paid by Driver, minus the transaction fees collected by credit card processors from the Contractor, but not to exceed the lesser of the actual fee charged by the credit card processor or 2.5%, for each transaction (as further described herein). For the avoidance of doubt, it is hereby clarified that the Loading Fee is not included in the net

amount paid by Driver as mentioned in this definition.

"Personal Account" or "Account" – means the personal account the Driver maintains on the EasyPark USA Website.

2. EasyPark Solution:

2.1. The EasyPark solution is a comprehensive electronic parking payment system for Drivers and the County. The EasyPark System enables Drivers to use an EasyPark Device, an in-vehicle prepaid electronic device that enables the County to simplify, monitor and improve the collection and revenue distribution of on-street and off-street parking fees. The EasyPark System can operate in conjunction with existing parking systems and supplement same, and enable the County to retain 100% of Net Collected Parking Revenue. The County shall be solely responsible for setting the parking fees and parking zones, the rules, regulations and enforcement procedures for parking generally.

- A. EasyPark In-Vehicle Personal Parking Meter Device - The core of the EasyPark System lies in a durable, adaptable, contactless, multi-application smartcard device. The EasyPark Device is a personal parking meter in-vehicle device that can be purchased and owned by the Driver. The Driver may purchase the EasyPark Device online through the EasyPark USA Website, excluding EasyPark Devices for persons with disabilities, or it may be purchased at the office of the Treasurer, exclusively in the case of EasyPark Devices for persons with disabilities, or designated merchants in the county designated by the Contractor with the consent of the Treasurer from time to time and excluding EasyPark Devices for persons with disabilities. The EasyPark Device will be accepted as the form of payment at all of the County's on-street metered parking spaces. If the parties agree to it and subject to a separate agreement, it may also be accepted as the form of payment for off-street parking spaces within the County-owned parking garages.
- B. EasyPark for the County- Fees for the EasyPark Device, Loading Fee and prepaid parking funds will be charged directly to the Driver or the County (as the case may be). In addition, the following shall apply:
- (1) Contractor's pricing for the EasyPark Device shall be \$25.00. The Easy Park Device purchased by Driver will include a minimum parking balance granted to the Driver for initial parking. As a part of the Treasurer's effort to promote and encourage the use of EasyPark System, the Treasurer undertakes that all new EasyPark Devices sold to Drivers within Arlington County will include such minimum parking balance that will provided by the Treasurer. The amount of the parking balance provided by the Treasurer shall be determined by the Treasurer in its sole discretion on annual basis. The Treasurer shall provide to the Contractor a written notice ninety (90) days before any annual change in the amount of minimum parking to be provided by the Treasurer;
 - (2) After the purchase of the EasyPark Device and the loading of the granted minimum parking balance provided by the County as aforesaid, which shall be exempt of Loading Fees, the Contractor shall receive from Treasurer and/or from Driver for any and all subsequent loading of Parking Fees, a Loading Fee of \$8.00 for any subsequent loading of funds onto the EasyPark Device. At the Treasurer's sole discretion, the Treasurer shall define, on an annual basis, if it shall pay all or a portion of the Loading Fee with balance paid directly by the Driver, so long as the Contractor will receive the total Loading Fee of \$8.00. The Contractor may elect to provide volume discount at its sole discretion.

The Treasurer shall provide to the Contractor in writing on an annual basis the amount of the portion of the Loading Fee to be paid by the Treasurer in the upcoming year and the portion of the Loading Fee the Contractor shall charge to the Driver. Upon receipt of such notice, Contractor shall have

fifteen days to implement any necessary changes. The Contractor shall invoice the Treasurer on a monthly basis the amounts of Loading Fees to be paid by Treasurer for transactions made in the corresponding month.

The Loading Fee and the price of the EasyPark Device may be adjusted by the Contractor after the third anniversary of the Deployment Date by amendment of the Agreement. Any such adjustment shall not exceed 10% and only one such adjustment may be made during the term of the Agreement.

- (3) In order to increase adoption of EasyPark System, County may elect to purchase EasyPark Devices for its own use and/or on its behalf and/or for their distribution to external Drivers, assuming in such purchase, all or part of the undertakings of Drivers in respect to the acquisition of EasyPark Devices under the terms of this Agreement (including Loading Fees etc. in respect to such devices). In such case, County will inform Contractor about its intention and provide Contractor a period of ninety (90) days prior to the expected delivery date of such purchase order.
- (4) The Contractor will provide a USB cable, EasyPark Device holder and a user-manual (attached hereto as Exhibit B) with every EasyPark Device. All zones and rates information as provided by the County to Contractor from time to time will be available online at the EasyPark USA Website at the County's designated page. In any event where County changes any of its zones and/or rates information and/or related information, County will inform Contractor immediately in writing, and Contractor will update the same in County's designated page at EasyPark USA Website. It is hereby clarified, that Contractor will use the provided information from County as is, and shall not be responsible to confirm accuracy or completeness of such information.
- (5) In the event the EasyPark Device malfunctions, the unit is under Contractor's warranty subject to the terms and conditions as set forth in this Agreement and will be replaced by Contractor as long as the Driver maintains active Account. Without derogating from anything stated in the Agreement, if EasyPark Device was damaged as a result of misused or negligent, lost, or stolen, Driver must purchase a replacement at the original unit price. Damaged EasyPark Devices can be returned to the Contractor and Contractor will transfer the remaining amount of parking funds at no charge, as long as the amount is retrievable from the EasyPark Device.
- (6) The Driver may report the serial number of a stolen or lost EasyPark Device to the Contractor and the EasyPark Device will be canceled and additional reloading will be blocked. Existing current device-balance cannot be credited to the Driver in case of lost or stolen as it is viewed as pre-paid value.
- (7) The following Elements of the EasyPark System shall be PCI compliant: EasyPark Device and EasyPark USA Website and the integrated payment gateway.
- (8) Contractor and Treasurer agree to follow generally accepted standard market policies and procedures, especially but not limited to PCI standards, to ensure security and confidentiality of Driver's financial information. Contractor will provide the Treasurer with the current name, mailing address, email address and phone number of all Drivers. If necessary, Contractor shall modify the EasyPark USA Website and its privacy policies to notify Drivers that such information will be shared with the Treasurer and that Drivers must consent to the sharing of such information with the Treasurer as a necessary condition of obtaining an EasyPark Device for use in Arlington County. Contractor, if required by Treasurer in writing from time to time, shall forward annual certificates of compliance to Treasurer, including required Nondisclosure and Data Security Agreements.
- (9) The EasyPark Device will be configured according to County's requirements and instructions regarding parking rules and rates, to be utilized at any area or zone of County's jurisdiction as shall be established by County from time to time, including configuring certain EasyPark Devices in accordance with the County's parking rules and rates regarding disabled persons.

(10) Contractor will maintain the EasyPark System through the term of the Agreement.

(11) The Parties may elect to expand deployment of EasyPark System and include EasyPark gate solution for "off-street" parking, at additional cost and at such terms as shall be agreed between the Parties pursuant to a separate agreement. It is clarified herein that such a "gate solution" requires additional hardware and Software to be installed and integration with the current County gate solution provider. Where applicable, the County will be responsible to engage the current garage operator to collaborate with Contractor to complete the integration, and service the EasyPark gate solution and installing it. The Contractor will be responsible solely to provide the EasyPark System components to be installed at the County's garage systems by the local garage operator. The County will be responsible for all and any costs associated with the installation and integration of the EasyPark System gate solution at County owned garages.

C. **Operating an EasyPark Device.** To use the EasyPark Device, Drivers need to turn it on and select the correct parking zone designated by the County. The EasyPark Device is then displayed in a holder on a window inside the vehicle. The parking fees are deducted incrementally from the prepaid value stored on the EasyPark Device during the period of time actually parked. The EasyPark Device will be programmed to deduct funds in pre-determined intervals, as required and instructed by the County. When funds run low, the Driver may replenish the funds by connecting the EasyPark Device through a USB cable to their computer and accessing EasyPark USA Website, or by going to the Treasurer's office location or pre-designated locations of Contractor's vendors, if and when such vendor locations will be available, where the Driver can use both cash and credit cards to load funds to the EasyPark Device at the Treasurer's or Vendor's POS.

The Driver shall be instructed by County's regulations to place the EasyPark Device in their vehicle as designated by the County, either on the driver or passenger windows or on the dashboard near the front windshield at a clearly visible spot, which will allow County's enforcement officials to check the legality and operation of the EasyPark Device, and the parking time still remaining. The EasyPark Device has an option to beep every minute which will remind the Driver the EasyPark Device is still on, in case the User has forgotten to turn it off. Additionally, the EasyPark Device will shut off when the parking time on the EasyPark Device expires due to parking time limits or when enforcement time ends. Also, the Driver may activate the EasyPark Device prior to the beginning of enforcement time, and the EasyPark Device will not deduct pre-paid funds until enforcement times begin. The EasyPark Device will not deduct pre-paid funds during non-enforcement hours.

If the pre-paid funds on an EasyPark Device are exhausted during a parking session before the expiration of the parking limit or the end of enforcement time, the device will continue to deduct funds until the expiration of the parking limit or the end of enforcement time, creating a "negative" pre-paid funds balance on the device. The next time the Driver reloads the EasyPark Device with additional pre-paid funds, the negative amount will be deducted from the available pre-paid funds balance. The driver may not initiate a parking session with an EasyPark that has a zero-dollar or negative pre-paid funds balance.

D. **Enforcement by the County.** The EasyPark System and the use of the EasyPark Device allows enforcement to be done visually.

E. **The Elements of EasyPark System:** The SOW for County includes the following deployed Elements of EasyPark System: Contractor's back office Management software modules; the Contractor's database and communication module; reports module; EasyPark Device management module; EasyPark reloading module; terminals management module; the Contractor's billing system; EasyPark USA Website and incorporated payment gateway. All such Elements shall be compatible with existing, commercially available operating systems and web browsers.

3. Reports:

For the purpose of this paragraph, it should be acknowledged that references to reports identify two kinds of reports; financial reports ("Financial Reports") and parking activity reports ("Parking Activity Reports"). These are two distinct sets of reports, are generated by two separate systems and therefore require different operational modes. Financial Reports are provided by Contractor while Parking Activity Reports can be obtained directly from the EasyPark System or provided to Treasurer by Contractor.

Contractor will provide financial audit report/statements to the Treasurer annually, three (3) months after the deployment anniversary date (the "Annual Financial Report"). The deployment date ("Deployment Date") is the actual date that Treasurer and Contractor agreed to start operation of EasyPark System to Drivers. For the purpose of this Agreement, an email acknowledgement between the Parties will be sufficient to mark the Deployment Date.

In addition to the Annual Financial Report provided by the Contractor, the EasyPark System will provide regularly detailed Parking Activity Reports according to the County's requirement through secured online access and/or by Contractor. The Treasurer will also receive from Contractor relevant information about parking activity, including detailed description of transactions, dollar amounts and date and time of transactions. Additionally, summary and statistics parking reports may be provided (average parking event cost, usage percentage in each zone and more). The Treasurer will also have access to point of sale management reports (*if applicable*) and Parking Activity Reports, all easily accessible through the internet.

The County will have complete control and responsibility of all parking policies and their enforcement, including rates, zones, time limits, handicap, permits, commercial and event parking. The reporting data as well as the consumer data is protected according to standard security practices.

Herein below are just some sample reports (the final customized reports shall be established by the Parties prior to implementation of the Project as set forth hereunder):

A. Sample List of available online reports: (*additional reports will be made available upon request as mentioned above*)

- (1) *Parking usage***
- (2) *Devices purchased/sold for the city/county***
- (3) *Funds added to County by Users***

B. Sample Parking History: Report displaying parking history by device serial number

EasyPark EasyPark Global Report Center
 Parking History
 City: Austin, TX

Device ID	Device Type	Device Status	Device Location	Device Type	Device Status	Device Location	Device Type	Device Status	Device Location
0012345	0	0	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	1	1	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	2	2	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	3	3	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	4	4	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	5	5	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	6	6	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	7	7	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	8	8	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	9	9	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	10	10	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	11	11	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	12	12	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	13	13	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	14	14	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	15	15	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	16	16	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	17	17	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	18	18	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	19	19	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	20	20	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	21	21	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00

C. Sample Reloading History: report displaying the reloading transaction events by device serial number and POS location

07-02 2019 01:00:00 PM

EasyPark EasyPark Global Report Center
 Reloading
 Custom View: Transactions Log

Device ID	Device Type	Device Status	Device Location	Device Type	Device Status	Device Location	Device Type	Device Status	Device Location
0012345	0	0	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	1	1	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	2	2	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	3	3	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	4	4	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	5	5	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	6	6	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	7	7	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	8	8	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	9	9	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	10	10	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	11	11	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	12	12	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	13	13	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	14	14	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	15	15	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	16	16	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	17	17	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	18	18	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	19	19	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	20	20	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00
0012345	21	21	00-00-0000 00 00 PM	00-00-0000 00 00 PM	0.00	00 00	00 00	00 00	00 00

Page 1 of 1

D. Sample EasyPark Summary of Q4 for 2013

	City One	XX Total
# Devices Sold in Q4	81	143
# Total iPark Devices Exchanged 2013	421	856
# Total Registered Devices	403	1,431

4. Help Desk:

The Contractor will provide Treasurer and Driver support through a help desk dedicated toll free number and email.

- *Phone support* is available during business days from 9 am to 11 am EST/EDT Sun. – Thu.. Messages can be left for EasyPark support outside of the designated hours and will be responded to within one business day.
- *E-mail* to EasyPark support is available 24 hours a day, via support@easyparkusa.com, and will be responded to within one business day.
- In addition, an extensive FAQ section on the EasyPark Website exists to allow easy self-help trouble shooting. (NOTE: Contractor will post specifics, hours/days of support availability on EasyPark Website).

5. Funds Transfer to the Treasurer:

Contractor shall ensure parking funds are electronically deposited through Automated Clearing House ("ACH") into the Treasurer's dedicated bank account on a weekly basis ("Transfer Period"), which will include the Net Collected Parking Revenue.

Example: Driver loads \$50.00 onto the account and pays with a credit card. Credit card processor charges 2.3% per one transaction. Treasurer will receive Net Collected Parking Revenue of \$48.85. Each Transfer Period the Contractor shall provide a report of the wire transfer to the Treasurer's bank account. The Treasurer may verify independently the loading amounts through online access to the EasyPark System. Contractor guarantees acceptance and remittance of all qualified transactions.

6. Roles and Responsibilities of the County:

The County shall have the following roles and responsibilities relating the Project:

- 6.1 Establish the days and times of EasyPark System operation as per County's discretion.
- 6.2 Any extensions or changes made by the County in the number of days and hours and any changes in the zones that will be decided for the whole area of implementation or for particular areas shall be provided by the County to the Contractor for EasyPark Device configuration and for the purpose of updating EasyPark USA Website as set forth above.

7. Roles and Responsibilities of the Contractor:

The Contractor shall have the following roles and responsibilities relating the Project:

- 7.1 Develop and install the EasyPark software and databases necessary for the overall management of the

EasyPark System in the County.

- 7.2 Support, advise, guide and assist the Treasurer in informing Drivers and promoting acceptance of the EasyPark System by the public in general. It is hereby clarified that promotion and Marketing of the EasyPark System is Treasurer's responsibility.**
- 7.3 Manage the EasyPark System and be responsible for its operation.**
- 7.4 Manufacture and deliver the EasyPark Devices to the County and Drivers, as set forth in this Agreement.**
- 7.5 Collect the County's parking fee through the EasyPark System and transfer the Net Collected Parking Revenue to the Treasurer's designated account as stipulated herein.**

Exhibit B
User Manual
(See attached)

Exhibit C
PCI DSS Certificate of Compliance
(See attached)

Exhibit D

HOLD HARMLESS AGREEMENT

The Contractor understands and acknowledges that the Treasurer and the County normally require all Contractors with the Treasurer and the County to secure certain insurance coverage evidenced by a Certificate of Insurance.

The Contractor certifies that, after diligent effort, the Contractor has been unable to secure insurance coverage of the types and in the amounts that the County requires for the parties' Agreement.

Therefore, the Contractor, for itself, its representatives, successors and assigns, in consideration of the award to the Contractor by the Treasurer, and in consideration of the County and Treasurer's agreement not to require the Contractor to secure the insurance coverage customarily required of contractors with the County, covenants with the County and Treasurer and the their successors, representatives and assigns, as follows:

1. The Contractor covenants to save, defend, hold harmless and indemnify the County according to the terms defined in section 26 of the Agreement.
2. The terms of this Hold Harmless Agreement shall continue in full force and effect until such time as the Treasurer in its sole discretion determines that the covenants described in paragraph 1, above, shall no longer be necessary.
3. In executing this Hold Harmless Agreement, the Contractor represents and warrants that the Contractor has completely read, fully understood, and voluntarily accepted its terms and has executed it expressly to make the covenants in favor of the Treasurer and the County described in paragraph 1, above. In executing this Hold Harmless Agreement, the Contractor expressly reserves any and all rights that the Contractor may have against any person, firm or corporation other than the Treasurer, its successors, representatives and assigns.

CONTRACTOR NAME (PRINT): _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

PRINTED TITLE: _____ DATE: _____

Exhibit E

NONDISCLOSURE AND DATA SECURITY AGREEMENT (CONTRACTOR)

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

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

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. Contractor acknowledges that any unauthorized use, dissemination or disclosure of information is prohibited and may also constitute a violation of Virginia, including Va. Code § 58.1-3, or federal laws, subjecting it or its employees to civil and/or criminal penalties.

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

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

files).

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

Contractor agrees that all duties and obligations enumerated in this agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by Contractor. Contractor agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Agreement and related data security provisions in the 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 are in place to ensure confidentiality, protection, privacy and security of County information and County networked resources and to ensure compliance with all applicable local, state and federal law or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision shall control.

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

Authorized Signature: _____

Printed Name and Title: _____

Date: _____