

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

CONTRACT AWARD COVERPAGE

TO: SELECTRON TECHNOLOGIES, INC. 12323 SW 66 th AVE PORTLAND, OREGON 97223	DATE ISSUED: CONTRACT NO: CONTRACT TITLE:	<u>JUNE 4, 2021</u> <u>21-DTS-SLA-416</u> <u>SELECTRON PREMIERPRO SUPPORT AND MAINTENANCE</u>
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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-DTS-SLA-416, including any attachments or amendments thereto.

EFFECTIVE DATE: JUNE 4, 2021
EXPIRES: DECEMBER 4, 2022
RENEWALS: THERE ARE NO RENEWALS
COMMODITY CODE(S): 20655
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT No. 21-DTS-SLA-416

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

<u>VENDOR CONTACT:</u> TYLER LLOYD	<u>VENDOR TEL. NO.:</u>	<u>(503) 597-3316</u>
<u>EMAIL ADDRESS:</u> TLLOYD@SELECTRON.COM		
<u>COUNTY CONTACT:</u> MARC SIMONCELLI, DTS	<u>COUNTY TEL. NO.:</u>	<u>(703) 228-9279</u>
<u>COUNTY CONTACT EMAIL:</u> MSIMONCELLI@ARLINGTONVA.US		

PURCHASING DIVISION AUTHORIZATION

Kaylin Schreiber Title: Procurement Officer Date: 5/26/2021

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

AGREEMENT NO. 21-DTS-SLA-416

THIS AGREEMENT (“Master Agreement”) is made, on June 4, 2021 (“Effective Date”), between Selectron Technologies, Inc., 12323 SW 66th Ave, Portland, Oregon 97223 (“Contractor”), an Oregon corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (“County”). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The “Contract Documents” consist of:

- This Master Agreement
- Exhibit A – Scope of Work
- Exhibit B – Contract Pricing
- Exhibit C – Contractor Software License Agreement
- Exhibit D – County Nondisclosure and Data Security Agreement (Contractor)

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

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

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the “Work”). As detailed in the “Scope of Work” (Exhibit A), the primary purpose of the Work is for the Contractor to provide the County with PremierPro Support and Maintenance and the option to perform the IVR Accela civic platform conversion and the WebPermits installation, to provide the County with the Software (as defined in the Software License Agreement attached hereto as Exhibit C). It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract, and which approval will not be unreasonably withheld.

4. CONTRACT TERM

Time is of the essence. The Work will commence on the Effective Date and must be completed no later than eighteen months thereafter upon which date the Contract will expire ("Contract Term"), subject to any modifications provided in the Contract Documents.

5. CONTRACT AMOUNT

The Contractor agrees that the total payment for the Work will not exceed the annual amounts established in Exhibit B, regardless of the number of hours spent in the performance of the Work. The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract.

6. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. 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 within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the reasonable satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

7. REIMBURSABLE EXPENSES

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

8. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

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

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

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

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

9. NO WAIVER OF RIGHTS

Except as expressly provided in the Contract, the County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

10. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County may 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 later. The County will use its best efforts to provide the Contractor with at least sixty (60) days' prior notice before terminating this Contract under this Section 10. The County agrees that it will not renew this Contract under Section 4 unless the Board has appropriated funds sufficient to pay the Contractor for its performance.

11. COUNTY PURCHASE ORDER REQUIREMENT

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

12. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right to reasonably reject staff or subcontractors whom the Contractor assigns to the project, provided that the County must provide an explanation for its rejection in each instance. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval, unless such key personnel or subcontractor ceases to be employed or engaged by the Contractor. The Contractor will use its commercially reasonable efforts to submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification (provided that the Contractor is not prohibited from disclosing the justification by a written confidentiality agreement or advised not to disclose the justification by its legal counsel), including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

13. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

14. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

15. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract, excluding the Contractor's employees' private residences if any employees work from home.

16. SEXUAL HARASSMENT POLICY

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

17. TERMINATION

If the Contractor determines that the County is in breach or default of this Contract, then the Contractor will give the County written notice of such breach or default and the opportunity to cure such breach or default within at least fifteen (15) days before termination of the Contract takes effect. If the Contractor terminates the Contract for the County's default or breach of any Contract provision or condition, then the termination will be immediate after notice to the County (unless the Contractor provides for an additional opportunity to cure). Notwithstanding the foregoing, the Contractor may terminate this Contract at any time effective immediately upon notice to the County upon the County's breach of Section 3 of Software License Agreement attached hereto as Exhibit C. The County must immediately cease all use of the Software (as defined in Exhibit C) upon any expiration or termination of the Contract.

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

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

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

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

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

1. Termination for Unsatisfactory Performance. If the County reasonably determines that the Contractor has failed to perform satisfactorily because the Work does not materially conform to the applicable specifications, then the County will give the Contractor written notice of such failure(s) in sufficient detail to allow the Contractor to cure the alleged failure(s) and the opportunity to cure them within 15 days or any longer period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration

of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

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

2. Termination for Breach or Default. If the County determines that the Contractor fails to perform satisfactorily or is otherwise in breach or default of this Contract, then the County will give the Contractor written notice of such failure to perform, breach or default and the opportunity to cure such failure to perform, breach or default within at least fifteen (15) days before termination of the Contract takes effect. If the County terminates the Contract for the Contractor's failure to perform, default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an additional opportunity to cure), and the Contractor will not be permitted to seek termination costs.

This section does not limit the County's recovery of any other damages to which it is entitled by law.

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

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest, provided the County cannot terminate the Software License Agreement without terminating the Master Agreement. The County will give the Contractor at least thirty (30) days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on and the County must continue to pay all fees and charges incurred through the effective date of the notice of the termination.

18. INDEMNIFICATION

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

attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract. The Contractor's duty to save, defend, hold harmless and indemnify the County Indemnitees will not apply to the extent the claims are attributable to the County Indemnitee's (a) negligent or more culpable acts or omissions, or (b) intentional misconduct.

19. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing the Work 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 third party claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, or liability for infringement of or on account of any US trademark, copyright, patent in the Contractor's performance of the Work under 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.

20. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs except as necessary for the Contractor to perform the Work.

All documents and materials, in any form, that are created by the Contractor during the performance of the Work based on or containing County Information (as defined in Section 22 below) ("Work Product") are and will remain the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the Work Product for any purpose other than performance of this Contract without the written consent of the County.

The Work Product is confidential, and the Contractor may neither release the Work Product nor share its contents unless the Contractor is obligated to do so under applicable law. The Contractor will refer all inquiries regarding the status of any Work Product to the Project Officer or to his or her designee as permitted by law. At the County's request, the Contractor will deliver all Work Product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files in the Contractor's possession and control.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

21. **DATA SECURITY AND PROTECTION**

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable County security and network resources policies provided to the Contractor by the County, as well as all local, state and federal laws and regulatory requirements concerning data privacy and security as applicable with respect to the Contractor's role as a data processor on the County's behalf. The County is and will remain the data controller at all times and is solely responsible for ensuring it has obtained the necessary permissions and consent for the Contractor to use the County's and County's customers' data and personally identifiable information as contemplated in this Contract. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records; personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) **County's Non-Disclosure and Data Security Agreement.** The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Exhibits E and F) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.
- (b) **Use of Data.** The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. The Contractor's use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.
- (c) **Data Protection.** The Contractor will protect the County's Information according to standards established by federal law and Commonwealth of Virginia statutes including but not limited to the Government Data Collection and Dissemination Practices Act, Chapter 38 of Title 2.2 of the Code of Virginia (§ 2.2-3800 and 2.2-3803), Administration of systems including personal information; Internet privacy policy; exceptions, Code of Virginia, § 2.2-3803, and the Virginia Freedom of Information Act § 2.2-3700, et seq., and will adhere to industry best practices including the National Institute of Standards and Technology (NIST) SP 800-53 Security and Privacy Controls for Information Systems and Organizations and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

- (d) **Security Requirements.** The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. All devices that store County Data into hard drives must provide data-at-rest encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto laptops, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.
- (e) **Conclusion of Contract.** Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information in the Contractor's possession to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all County Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.
- (f) **Notification of Security Incidents.** The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any unauthorized access to or use or disclosure of County Information.
- (g) **Subcontractors.** If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

22. ETHICS IN PUBLIC CONTRACTING

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

23. COUNTY EMPLOYEES

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

24. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, epidemic or pandemic, act of terrorism, or act of God that is beyond the control of the party and that delays such party's performance or makes performance impossible or illegal, unless otherwise specified in the Contract.

25. AUTHORITY TO TRANSACT BUSINESS

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

26. RELATION TO COUNTY

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

27. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, reports must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

28. AUDIT

The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within (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.

29. ASSIGNMENT

Except in the case of a sale of all or substantially all of the Contractor's assets, or the merger or acquisition of the Contractor, the Contractor may not assign, transfer, convey or otherwise dispose of any award or

any of its rights, obligations or interests under this Contract without the prior written consent of the County. No assignment, delegation, or transfer will relieve the Contractor of any of its obligations or performance under this Contract.

30. AMENDMENTS

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

31. ARLINGTON COUNTY PURCHASING RESOLUTION

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

32. DISPUTE RESOLUTION

Disputes arising under this Contract or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be first be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 calendar days after the final payment. The time limit for a final written decision by the Project Officer is 15 calendar days. The time limit for a final written decision by the County Manager is 30 calendar days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. Unless the Contractor or the County terminates this Contract, the Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law. Nothing in this Section 32 will limit the Contractor or the County from bringing a claim arising from or related to this Contract against the other party in a court of competent jurisdiction in accordance with Section 33 below.

33. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

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

34. ARBITRATION

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

35. NONEXCLUSIVITY OF REMEDIES

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

36. NO WAIVER

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

37. SEVERABILITY

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

38. LIMITATIONS OF LIABILITY

To the maximum extent permitted by law, in no event will the Contractor or the County be liable for any consequential, punitive, special or incidental damages, including, but not limited to, any lost data and lost profits, arising from or relating to this Contract, the services provided or contemplated in this Contract, and the hardware and related documentation. The Contractor's total cumulative liability in connection with this Contract, the services provided or contemplated under this Contract, and the hardware and related documentation, whether in contract or tort or otherwise, will not exceed twice the amount of fees actually paid to the Contractor under this Contract in the twelve (12) month period immediately preceding the action that gave rise to the claim, except for liability arising from (a) Contractor's indemnification obligations under Section 19, (b) personal injury, or (c) death, in which case Contractor's total cumulative liability will not exceed three hundred thousand dollars (\$300,000). The County and the Contractor acknowledge that the fees reflect the allocation of risk set forth in this Contract and that the Contractor and the County would not enter into this Contract without these limitations on its liability.

39. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; LIMITATIONS OF LIABILITY; AND DATA SECURITY AND PROTECTION.

40. HEADINGS

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

41. AMBIGUITIES

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

42. NOTICES

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

TO THE CONTRACTOR:

Todd Johnson, President
Selectron Technologies, Inc.
12323 SW 66th Ave.
Portland, Oregon, 97223
Phone: (503) 597-3303
Email: tjohnson@selectron.com

TO THE COUNTY:

Marc Simoncelli, Project Officer
2100 Clarendon Boulevard, Suite 700
Arlington, Virginia 22201

Arlington County, Virginia
Phone: (703) 364-9279
Email: msimoncelli@arlingtonva.us

AND

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

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

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

43. ARLINGTON COUNTY BUSINESS LICENSES

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

44. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

45. LIMITED ENGLISH PROFICIENCY

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract's scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

46. INSURANCE REQUIREMENTS

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

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Miscellaneous Error and Omissions - \$ 2,000,000 per occurrence/claim
- e. Cyber Insurance - \$ 2,000,000 per occurrence/ claim
- f. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- g. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- h. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- i. No acceptance and/or approval of any insurance by the County shall be construed as relieving or excusing the Contractor, any surety, or any bond, from any liability or obligation imposed under this Agreement.
- j. Contract Identification - All insurance certificates must state this Contract's number and title.

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

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

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

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

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

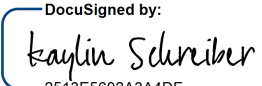
47. COUNTERPARTS

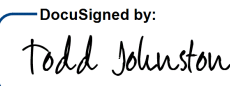
This Contract may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

SELECTRON TECHNOLOGIES, INC.

AUTHORIZED SIGNATURE:  DocuSigned by: 2543E5662A3A4DE...

AUTHORIZED SIGNATURE:  DocuSigned by: 24E05009D5D8497...

NAME: Kaylin Schreiber

NAME: Todd Johnston

TITLE: Procurement Officer

TITLE: President

DATE: 6/2/2021

DATE: 6/2/2021

EXHIBIT A

Scope of Work

I. PREMIER PRO SUPPORT AND INTERACTIVE VOICE RESPONSE CONVERSION AND WEBPERMITS

Premier Pro Support and Maintenance:

1. Telephone support for general use questions during normal business hours (6:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday).*
2. Use of Company's toll free number for PremierPro Support inquiries.
3. On-Line technical diagnostic support.
4. Software correction updates that are made generally available to Company's customers.
5. 24 Hours, 7 days per week, 365 days per year support for emergency (system down or inoperable) calls.
6. Development work necessary to support standard version updates to Customer's host database (i.e. land management software, utility billing software) and back-end database. This requires two (2) weeks' notice prior to planned system update in order to accommodate scheduling of resources. Please contact support@STIgov.com to schedule.
7. Quarterly Proactive System Review. Company will perform, on a quarterly basis, the following system diagnostics and create a history file and notify the primary Customer contact with the results of these actions:
 - a. Assess the current machine resources including memory, processor, and disk-space utilization
 - b. Examine log files including error logs to identify any anomalous entries
 - c. Apply current validated software updates to the operating system, device drivers, and database server software.
8. 'Out-of-cycle' critical updates. Updates that meet these criteria are intended to cure failures that might be likely to cause hardware damage, system unavailability, data corruption, or severe data vulnerability.

*Non-emergency calls made after normal business hours will be billed at an hourly rate of 1.5 times the current day labor rate, with a two hour minimum charge.

Premier Pro Support Services Not Included:

Selectron's Premier Pro Support does not cover, support services relating to the following items:

1. Any support or maintenance services relating to Products that have been altered or modified by anyone other than Company or a third party on Company's behalf.
2. Hardware replacement or software errors as a result of causes beyond Company's reasonable control.
3. Version upgrades of host or backend database software.
4. Direct support for the required application program interface either purchased or procured as part of the integrated solution.
5. Enhancements, replacements, or modifications to current Product versions performed at the Customer's request and not intended to resolve a product failure.
6. Services, support, and configuration of passive fail-over server (unless expressly purchased and listed in the Product and License section of Exhibit B of the Amendment).

II. INTERACTIVE VOICE RESPONSE (IVR) ACCELA CIVIC PLATFORM CONVERSION (OPTIONAL)

The following services described under this Section, II. Interactive Voice Response (IVR) Accela Civic Platform Conversion, are optional services to be provided by the Contractor at the request of the County Project Officer through a fully executed amendment.

IVR Accela Civic Platform Conversion Overview

The Interactive Voice Response (IVR) application enables homeowners and contractors to schedule and cancel inspections and retrieve inspection results on construction permits by phone. It processes an average of 150 calls per day. The IVR is accessible 24 hours a day, seven days a week and provides real-time information.

This scope of work is for the Contractor to integrate the IVR system with the County's new Accela Civic Platform permitting system.

1. Conversion Services

During the Conversion, the Contractor will update the core components of the IVR system. Working off-site, or via VPN connection provided by the County, the Contractor will configure, design and develop the Relay IVR system to interface with Civic Platform. Using a separate server will allow parallel testing of the IVR system while leaving a system in production.

2. Software Upgrade

The County will provide two virtual servers for installation: a production server; and a test/failover server. The County will provide the VMware ESXi 6.7 (or greater) Host Server Virtualization Environment:

Component	Requirements
Processor	Intel Quad Core, 64-bit 2 GHz or faster
Memory	16 GB(s)
Hard Drive	250 GB(s)
Licenses	Operating System: Windows Server 2016 Database: SQL Server 2016 (SS 2017 Acceptable)

3. Training

The Contractor will conduct up to 40 hours of remote training for County system administrators and customer service representatives at the request of the County. Additional training will be provided by the Contractor at no cost to the County if performed remotely. The system administrators' training must include how to perform routine maintenance, generate reports and complete system acceptance testing, among other responsibilities. The customer service representatives' training must cover how to view current calls and other basic features. The Contractor will also provide training and educational materials, including manuals, testing scripts and any additional training documents.

4. Testing

Immediately following completion of the remote installation and training, the County will test the system, identify and document any issues with call flow or system design and verify that the defined requirements have been met. The Contractor and the County will work together to resolve any identified issues.

Once the County accepts the system, or if 60 days have passed since the system was provided to the County for User Acceptance Testing, the County will certify the system for production use and final deployment.

IVR Accela Civic Platform Conversion Project Organization

1. County's Key Project Personnel:

- a. County System Administrators: The County's system administrators will coordinate with the County's DTS technical staff and the Contractor to implement the IVR system. The system administrators will also serve as the County's project managers.
- b. County DTS Staff: DTS Staff will setup the IVR server and configure it to the County's network, work with the Contractor to configure the SIP trunks and provide any additional support as required.
- c. County Inspection Services Division Staff: This group will review the standard call flow provided by the Contractor. They will also manage call flow changes and approve the final design.
- d. County Support Contacts:
 - o Marc Simoncelli, Technology Manager
 - o Anthony Garrett, Sr IT Analyst
 - o Emad Elmagraby, Field Services Section Chief

2. Contractor's Key Project Personnel:

- a. Project Manager: The project manager will maintain the schedule of activities, resources and logistics.
- b. Technical Engineers: The engineers will configure the servers and build the core system to meet the County's needs. They will assemble the server hardware and troubleshoot and resolve any issues with the setup.
- c. Software Engineers/System Developers: This group will develop the VoicePermits Solution according to the call flow design and questionnaires, as detailed below. They will execute the system production process, identify system problems and risk and coordinate the resolution of each problem.
- d. Quality Assurance Specialist/Testers: This group will conduct the software testing. They will develop test scripts and create case scenarios according to the County's feedback. They will perform all testing, report issues and retest issues that were identified and resolved.
- e. Training and Installation Specialist: This person will assist with remote installation and configuration. He or she will conduct performance testing and provide remote training for the

County's staff for up to 40 hours at the request of the County. Additional training will be provided by the Contactor at no cost to the County if performed remotely.

IVR Accela Civic Platform Conversion Project Milestones

The project has four major milestones: (1) completion of kick off meeting; (2) completion of call flow design; (3) remote install acceptance and (4) system acceptance. The milestones correspond to the payment schedule in Exhibit B.

MILESTONE NO. 1 – COMPLETION OF KICK OFF MEETING

Kick-Off Meeting and Questionnaires

The Contractor will conduct a project kick-off meeting for the County's system administrators, DTS technical staff and the Building Official (or his or her designee). The meeting will be conducted remotely and will cover the implementation process, roles and responsibilities, the contract and statement of work and a roadmap for the project. The Contractor will prepare a PowerPoint presentation and printed agenda and will provide written minutes after the meeting. The Contractor and the County will jointly determine the items for the agenda.

The Contractor will create and send to the County questionnaires concerning implementation, remote access and telephony. The County will return the completed questionnaires to the Contractor before the kick-off meeting or as agreed by the parties.

Project Timeline

The Contractor, with input from the County, will create a timeline for the project, including phases, tasks, deliverables and expected start and finish dates. As the project progresses, the Contractor will update the timeline with completion percentages and actual completion dates for phases, tasks and deliverables and will revise time estimates as necessary.

MILESTONE NO. 2 – COMPLETION OF CALL FLOW DESIGN

Call Flow Design

The Contractor will design the call flow process and specifications that the software developer will use to integrate the Relay IVR system with Accela's Civic Platform. The Contractor will arrange and prepare an agenda for a conference call with the County's DTS staff, system administrators and Building Official (or his or her designee) to discuss the call flow design. The Contractor will make adjustments to the design based on feedback from the County.

MILESTONE NO. 3 – INSTALL ACCEPTANCE

System Build

On the two virtual servers (one production and one test/cold failover), the Contractor will configure the servers and develop the VoicePermits Solution in accordance with the approved call flow design. The

Contractor will provide to the County materials that contain the architecture design and diagrams, configurations and requirements and implementation documentation.

Quality Assurance

The Contractor will, in cooperation with the County, compose case scenarios, test scripts, steps, expected results and any assumptions necessary to test the system and will use its proprietary quality assurance tools to ensure that the system is working as planned. The Contractor will make changes to the system based on the tests and on continued feedback from the County.

Installation

The Contractor will configure the two virtual servers. The County's DTS staff will verify that the servers are in working order after installation and configuration. The Contractor will provide an agenda for and conduct a post-install telephone conference with the County's DTS staff, system administrators and Building Official (or his or her designee).

Training

The Contractor's training specialist(s) will train the County's system administrators and technical staff on the system, as detailed in Exhibit A, Section II. 3.. The Contractor will provide an agenda for the training sessions and user guides, including the VoicePermits manual, a testing guide and a guide regarding remote administration.

MILESTONE NO. 4 – SYSTEM ACCEPTANCE

User Acceptance Testing

Using test scripts and case scenarios provided by the Contractor, the County will have 30 days to test the system and submit to the Contractor any failures or bugs. The Contractor, in coordination with the County, will track and remediate any such failures or bugs and re-test the affected functions.

The Contractor will update the system configuration and documentation to reflect any changes that resulted from the remediation of failures and bugs. The Contractor will design the install acceptance document during the call flow design process, and the County will sign the document once it is satisfied that the system as installed is consistent with the agreed-upon call flow design.

Final Acceptance

The Contractor will assist the County with the creation of a deployment plan, which the County will then manage and execute. The Contractor will resolve any issues that the County reports during the deployment process and will re-test the affected functions against the specifications defined during the call flow design milestone. The Contractor will assist the County with the creation of the system acceptance document based upon specifications defined during the call flow design milestone, and the County will sign the system acceptance document once it is satisfied that the system is operating as expected.

III. WebPermits

WEBPERMITS FUNCTIONALITY

The WebPermits application interacts with the County's Permits Plus permitting database to deliver information and services over the web to the County's customers ("permit holders"). Using WebPermits, permit holders can schedule inspections, cancel inspections, obtain inspection results, and more. The web solution will utilize the County's existing style sheets or an existing implemented Selectron design.

This section details the functionality included in the implementation of the WebPermits solution. All functions and features are dependent upon required database availability, as described in the Webpermits Responsibilities and Requirements, Installation section, below. The interactive solution must be able to retrieve data from the database either through direct access or through an indirect interface provided by the County and/or database vendor. In addition, the interactive solution is required to post data back to the database.

The exact data required for retrieval and posting by the interactive solution is determined by final product definition including agreed upon business rules, and work process. Additionally, the call flow, business rules, and work process may be limited by the availability and access to data.

WebPermits is compatible with the following browsers: Internet Explorer 7x and above, previous 4 releases of Firefox or Chrome, and Safari 5x and above.

Standard Feature Set

When permit holders access the main WebPermits page, they are required to log in with a permit number and security code. The security code can be determined by the County, but must be verified by the permitting database. Most jurisdictions use the site address associated with the permit as the security code.

1. Inspection Scheduling. WebPermits allows Permit Holders to schedule, reschedule, and cancel inspection using a web interface. When scheduling an inspection, the Permit Holder can select the specific inspection type as well as inspection date from a calendar. Available dates on the calendar are determined by the County's business rules. Additionally, permit holders can select a preference of a morning or afternoon inspection, as configured. Once permit holders have scheduled, rescheduled, or cancelled an inspection, they receive a confirmation number; WebPermits provides a printer-friendly page allowing the permit holder to easily print the confirmation.

To access scheduling functionality, a valid permit number must be entered during the login process.

2. Obtain Inspection Results. Permit holders can access WebPermits to view the results of their scheduled inspection. WebPermits displays the inspection type, the completed date, inspection result, inspector, and a confirmation number. WebPermits provides a printer-friendly page allowing permit holders to easily print the inspection results associated with a permit.

Additionally, WebPermits users can enter a permit number to view the history of the permit and associated inspections. The user will have access to the status and history of past inspection results, filterable by date. Historical data includes inspection type, completed date, inspection result, and inspector.

To access inspection results, a valid permit number must be entered during the login process.

WEBPERMITS ADMINISTRATIVE TASKS

This section details tasks that the County's system administrator can perform while maintaining and operating the interactive solution.

1. Run System Reports

System administrators can generate, view, save, and print system usage reports using Internet Explorer®7.0 or newer, with access to the County's intranet. Reports can be saved as PDF files from the browser.

System administrators can also configure reports for automatic delivery to designated e-mail addresses. Auto-delivery frequency options include monthly, weekly, and daily.

2. Control Administrative Access

The system administrator is responsible for creating and deleting administrative accounts and editing account access levels. Access levels can be set to only allow reporting capabilities or to allow full administrative access. Administrative access can be set using the Administration Tool. Administrator accounts are for both the VoicePermits and WebPermits applications.

WEBPERMITS PROJECT DELIVERABLES

This section details the hardware, software, and services included in system implementation.

1. Software. The WebPermits application software as delivered and installed on the County's web server ("Software").
2. Installation and Training. The Contractor will provide professional services, including installation, testing, and training to ensure proper functionality of the interactive solution. Test and Install System Server. A Contractor Installation Specialist will install the web application(s) on the County's web server.
3. Provide Administrative Training. Contractor personnel will provide up to 40 hours of virtual remote training to ensure all County administrators, users and stakeholders are familiar with the system. Additional training will be provided by the Contractor at no cost to the County if performed remotely.
4. Interface Upgrades. After the initial implementation of the interactive solution, the Contractor may release new updates to its application or its interface that enable previously unavailable standard functionality described in the WebPermits Functionality and WebPermits Administrative Tasks section of this document. Implementing these features in a completed interactive solution with an

upgraded application or interface will normally require professional services outside the scope of this document

5. Documentation. A hard copy of the Administration Manual for each included application will be delivered with the server. Additionally, an electronic version of each manual will be provided in PDF format (refer to WEBPERMITS FUNCTIONALITY above, for a list of included applications).

Support. The solution has been thoroughly tested to ensure that the performance and functionality described in this Statement of Work is accurate. The solution's software and hardware components are dependent on many services and applications within the County's operating environment that can impact system performance. While the interactive solution is designed to minimize performance interruptions, from time to time they occur. Once notified of an interruption, the Contractor's Customer Support Service begins troubleshooting the issue, with the objective of returning the system to full functionality as quickly as possible.

- a. Definitions

Unless defined otherwise herein, capitalized terms used in this Exhibit shall have the same meaning as set forth in the Agreement.

- 1) "Error" means any failure of the Software to conform in any material respect with the Documentation.
 - 2) "Error Correction" means either a bug fix, patch, or other modification or addition that brings the Software into material conformity with the Documentation.
 - 3) "Priority A Error" means an Error that renders the Software inoperative or causes a complete failure of the Software, as applicable.
 - 4) "Priority B Error" means an Error that substantially degrades the performance of the Software, as applicable, or materially restricts County's use of the Software, as applicable.
 - 5) "Priority C Error" means an Error that causes only a minor impact on County's use of the Software, as applicable.
- b. Error Reporting. The Contractor shall provide the County with telephone customer support twenty-four (24) hours per day, seven (7) days per week for the reporting of Priority A Errors and telephone support during the Contractor's normal business hours for the reporting of Priority B and Priority C Errors, in each event excluding Contractor holidays.
 - c. Error Resolution. The Contractor shall use commercially reasonable efforts to: (a) notify applicable vendors of all Software Errors properly reported by the County, as set forth

below; (b) make available to the County any Error Corrections that are made available by such vendor(s) to the Contractor promptly after such Error Corrections are delivered to the Contractor; and (c) update the County with respect to the progress of the resolution of all Errors.

d. Error Resolution. The County shall report all Errors to the Contractor in sufficient detail, with sufficient explanation of the circumstances under which the Error occurred or is occurring, and shall reasonably classify the Error as a Priority A, B, or C Error. The Contractor shall use commercially reasonable efforts to correct any Error reported by the County, in accordance with the priority level actually assigned by Selectron to such Error, as follows:

- 1) Priority A Errors. In the event of a Priority A Error, the Contractor shall, within two (2) hours of receiving the County's report, commence verification of the Error. Upon verification, the Contractor shall use commercially reasonable efforts to resolve the Error with an Error Correction. The Contractor shall use commercially reasonable efforts to provide a workaround for the Error within twenty-four (24) hours of receiving the County's report of such Error, and an Error Correction within forty-eight (48) hours of receiving the County's report. The Contractor shall provide the County with periodic reports (no less frequently than once every eight (8) hours) on the status of the Error Correction.
- 2) Priority B Errors. In the event of a Priority B Error, the County shall, within six (6) hours of receiving the County's report, commence verification of the Error. Upon verification, the Contractor shall use commercially reasonable efforts to resolve the Error with an Error Correction. The Contractor shall use commercially reasonable efforts to provide a workaround for the Error within forty-eight (48) hours of receiving the County's report of such Error, and an Error Correction within six (6) business days of receiving the County's report. The Contractor shall provide the County with periodic reports (no less frequently than once every twelve (12) hours) on the status of the Error Correction.
- 3) Priority C Errors. In the event of a Priority C Error, the Contractor shall, within two (2) business days of receiving the County's report, commence verification of the Error. Upon verification, the Contractor shall use commercially reasonable efforts to resolve the Error with an Error Correction. The Contractor shall use commercially reasonable efforts to provide a workaround for the Error within six (6) business days of receiving the County's report of such Error, and an Error Correction within three (3) weeks of receiving the County's report. The Contractor shall provide the County with periodic reports on the status of the Error Correction.

WEBPERMITS RESPONSIBILITIES AND REQUIREMENTS

Contractor's responsibilities for system implementation and maintenance:

Pre-Installation

1. Provide Project Management. The Contractor will assign a Project Manager to the system implementation. The Project Manager is the County's primary contact and coordinates all necessary communication and resources.
2. Kick-off Meeting. The Contractor will conduct a project kick-off meeting for the County's DTS technical staff. The meeting will be conducted remotely and will cover the implementation process, roles and responsibilities, the contract and statement of work and a roadmap for the project. The Contractor will prepare a PowerPoint presentation and printed agenda and will provide written minutes after the meeting. The Contractor and the County will jointly determine the items for the agenda.
3. Provide Documentation. The Project Manager provides the County with the following documents to help facilitate the implementation process:
 - a. Implementation Questionnaire- identifies the County's functional needs and is used to create an implementation timetable.
 - b. Remote Access Questionnaire- details information needed by the Contractor to remotely access the County's network and permitting database, prior to system delivery and installation, to allow for complete system testing.
 - c. Implementation Timetable- details project schedule and details all project milestones.
 - d. Pre-Install Checklist- prepares the County's staff for system installation. Once the checklist is completed and returned, the Project Manager schedules the on-site installation.
 - e. Quality Assurance Test Plan- assists the County in determining that the interactive solution is functioning as specified in this Statement of Work.
 - f. System Acceptance Sign-off Form- indicates that the County has verified service functionality.
4. Perform Quality Assurance Testing. The Contractor thoroughly tests all applications and hardware prior to delivery, ensuring system functionality. Once this testing is complete, the Contractor will work with County staff to test the solution and ensure proper functionality.
5. Installation. The Contractor provides professional services, including installation, testing, system documentation, and training for the interactive solution. Refer to WEBPERMITS PROJECT DELIVERABLES Section 2, Installation and Training, for additional information.
6. Ongoing System Maintenance. The Contractor's support plan includes repair or replacement of any failed software component, a toll-free support line, and dial-in technical support for the solution, as provided in the PremierPro Support and Maintenance description above.

County responsibilities and requirements for system implementation and maintenance:

Pre-Installation

1. Return Implementation Questionnaire. The Contractor's Project Manager will provide the County with an Implementation Questionnaire. The implementation questionnaire must be returned prior to developing the call flow design and the implementation timetable.
2. Provide County Specific Information. The WebPermits system will use the same logic and business rules as the existing IVR system. The Contractor will work with the County to ensure the following relevant information is supplied correctly, in conjunction with the Implementation Questionnaire, to help create a precisely integrated product.
 - a. Street names
 - b. Observed holidays
 - c. Extensions used for transfer functions
 - d. Inspection result codes and descriptions
 - e. Permit status codes and types
 - f. Inspection types and descriptions
 - g. Validations used for scheduling an inspection
 - h. Correction codes and descriptions
 - i. Permit numbering scheme
 - j. Utility account numbering scheme
 - k. Validations used for receiving payment on a utility bill
 - l. Validations used for receiving payment on a citation
3. Define Permitting System and Interface Specifications. The Contractor will configure the interactive solution according to the County's completely defined permitting system and interface specifications. The specifications must be completely defined prior to starting development on the interactive solution. Any subsequent changes to the defined specifications during development are billable on a time and materials basis.
4. Provide Remote Network Access to Permitting Database. In order to fully test the interactive solution, the Contractor requires access to the permitting database prior to installation. The Contractor's Project Manager will provide a Remote Access Questionnaire to help the County identify the necessary requirements. If remote access is not granted, the County should inform the Project Manager immediately.

While system installation can be successful without prior access to the permitting database, additional, post-installation development and testing time will be necessary, delaying system activation by 1-2 weeks.

5. Determine Web Application Appearance. The WebPermits application will utilize the County's existing style sheets or an existing, implemented Selectron design to ensure quick implementation. Additionally, space is provided for the County's logo or a header and footer. The logo, header, and footer must be provided to Selectron Technologies in either a GIF or JPEG format. When submitting

a logo, it should be no larger than 2.5" wide and 2" (250 pixels x 75 pixels) high. Headers and footers should be no larger than 7" wide and 2" (700 pixels x 75 pixels) high.

6. Define Web Site Links. Up to four links on each web application's site are provided for the County's use. These links could be used by web site visitors to access the County's privacy policy, terms of service, and/or contact information. Whatever the County chooses, the destination point for each link is provided to Selectron Technologies in accordance with the implementation process.
7. Confirm Pre-Install Tasks. The Contractor's Project Manager will provide the County with a pre-installation checklist.

Once the checklist is completed and returned, the Project Manager will schedule the on-site installation.

Installation

1. Provide Installation Assistance. The County must ensure that telephone and network staff are available, or on stand-by, to assist the Contractor's Installation Specialist, if needed.
2. Provide Permitting Database Access. The interactive solution's server must have access to the permitting database and must be allowed access as a user on the database. The server may require additional licenses in order to have full access to the permitting database; these licenses are the County's responsibility. In addition, the County must purchase and implement the permitting database's interface.
3. Provide Network Access. The interactive solution's server must have network access via a 10/100 connection and a fixed IP address.
4. Provide Remote Access. Remote access to the interactive solution's server should be provided to Contractor staff for development and technical support. There are multiple options for how to set up remote access—the Contractor's Project Manager will help the County choose a solution that best fits the situation.
5. Provide Web Server. Each web application will be installed on the County's web server. The web server must have the following applications installed and properly configured to operate on the server:
 - a. Microsoft® Windows Server™ 2016 R2 or later.
 - b. Microsoft Internet Information Services (IIS) 10.0 or later
 - c. Microsoft .NET Framework 4.6 or later, ASP.NET MVC 5 Tools Update release

The County is responsible for the installation and configuration of the listed applications. If necessary, the Contractor can provide consultation and assistance on a time and materials basis.

6. Provide Web Server Administrative Access. The Contractor requires an OS (Operating System) administrative account on the County's web server in order to properly install each web application. During installation, web application files will be placed into the Windows system folder. If an OS

administrative account is unavailable for use by the Contractor, a County staff member with administrative access must be available to assist with the installation.

7. Resolve Domain Name. The County must ensure that the Fully Qualified Domain Name (FQDN) is resolved for each installed web application. The FQDN is a name that uniquely identifies a host system in the County's DNS (Domain Naming System) hierarchy. For example, a system called citation1 in the Selectron domain would have an FQDN of citation1.selectron.com.
8. Purchase Web Security Certificate. When web functionality has been implemented, the County must purchase and install a Secure Sockets Layer (SSL) certificate for each web application installed. The SSL certificate is an encryption key and secures transactions between Permit Holders and the web application. The banking industry requires that a 128-bit SSL certificate is used for payment processing. This certificate must be installed after the installation of the web application and before the system goes live.
9. Confirm Service Functionality. The County has 30 calendar days after on-site installation to verify the functionality of the interactive solution. Within the 30-day system acceptance period the County should test system functionality using the provided Quality Assurance Test Plan. Additionally, the System Acceptance Sign-off form must be sent to the Contractor's Project Manager within this period. County Staff and the Contractor's Project Manager will identify any outstanding issues and create an issues task list. The Contractor will correct any issues that would not allow the system to go live.

Ongoing System Responsibilities and Requirements

1. Provide Remote Access. Remote access to the interactive solution's server must be provided to Contractor staff for development and technical support. Remote access can be set up using a VPN (Virtual Private Network) or IP (Internet Protocol) pinhole. The Contractor's Project Manager will assist the County in choosing a solution that best fits the situation.

Additionally, the Contractor requires a variety of access accounts to the County's network and database/system. Changing or deleting access accounts could lead to disruption in service for the interactive solution and/or the Contractor's ability to provide timely support. The County should notify the Contractor immediately if the following accounts are modified:

- a. VPN account and password (if applicable)
- b. Network account and password for the interactive solution
- c. Permitting database accounts and passwords for the interactive solution
- d. Utility database accounts and passwords for the interactive solution
- e. Citation database accounts and passwords for the interactive solution
- f. Permitting system accounts and passwords for the interactive solution
- g. Utility system accounts and passwords for the interactive solution
- h. Citation system accounts and passwords for the interactive solution
- i. IP address of the permitting database server
- j. IP address of the utility database server
- k. IP address of the citation database server

- I. Group user account and password (Cisco® users only)
2. Provide Web Server Access. While updates for each web application can be developed and tested on the interactive solution's server, the Contractor requires access to the web server in order to implement the updates. There are multiple options for transferring data between the servers; the Contractor's Project Manager will assist the County with choosing a solution that best fits the situation.
3. Enable Web Site Access. A link to each web application's site must be provided by the County, enabling Permit Holder access. The link can be set at the County's current home page and/or any other useful points within the County's web site.
4. Provide Web Application Security. Each web application is designed to operate within the County's secure network environment. Specifically, the software relies on the County's security measures and implements no further security infrastructure.
5. Perform Regular System Backups. The County is responsible for including the interactive solution's server in regular system backup procedures.
6. Maintain Server Environment. The interactive solution's server should reside in an environment that meets acceptable, industry-standard hardware maintenance protocols. If adequate conditions are not maintained and/or the server sustains physical damage due to misuse, the County is responsible for server replacement.
7. Provide Security. The interactive solution is designed to operate within the County's secure network environment. Specifically, the software relies on the County's security measures; the Contractor implements no further security infrastructure or anti-virus software.
8. Contact Customer Support. Anytime the County requests a significant change to the interactive solution, an authorized contact from the County must inform the Contractor's Customer Support Department. A significant change is a modification that will A) change system behavior, B) allow users to change the system, or C) allow access to protected data. Such a change may, at the County's discretion, also require a contract amendment.

Exhibit B

Contract Pricing

Table A: Annual Cost for PremierPro Maintenance and Support Services for VoicePermits

System	Dates covered	Amount	Payment Due Date	Notes
VoicePermits (CPHD)	September 1, 2016 – October 31, 2017 *	\$13,877.50	October 15, 2016	<i>Paid by County 8/15/2016</i>
VoicePermits (CPHD)	November 1, 2017 – October 31, 2018	\$27,425	October 15, 2017	<i>Paid by County 9/12/2017</i>
VoicePermits (CPHD)	November 1, 2018 – October 31, 2019	\$28,795	October 15, 2018	<i>Paid by County 10/16/2018</i>
VoicePermits (CPHD)	November 1, 2019 – October 31, 2020	\$30,230	October 15, 2019	<i>Paid by County 1/20/2020</i>
VoicePermits (CPHD)	November 1, 2020 – October 31, 2021	\$21,985	October 15, 2020	<i>Paid by County 10/30/2020 **</i>
VoicePermits (CPHD)	November 1, 2021 – October 31, 2022	\$22,640	October 15, 2021	<i>**</i>

** Maintenance and Support covers both existing Gen4 and new Relay IVR systems

Table B: Annual Cost for PremierPro Maintenance and Support Services for WebPermits

System	Dates covered	Amount
<u>WebPermits</u>	<u>November 1, 2021 – October 31, 2022</u>	<u>\$4,900***</u>

*** If the County does not renew maintenance for VoicePermits (CPHD), then maintenance for the WebPermits solution will be \$12,200 for period above.

Products and Licenses for which Selectron will Provide PremierPro Support

1. One (1) VoicePermits™ or Relay Production Software license (8-port user license)
2. One (1) VoicePermits™ or Relay Test/Failover Software license (8-port user license)
 - a. Schedule an Inspection
 - b. Cancel an Inspection
 - c. Obtain Inspection Results
 - d. Post Inspection Results
 - e. Speak Site Address
 - f. Permit Based Messaging
 - g. Spanish Language Module
3. WebPermits
 - a. [View Active Permit Status](#)
 - b. [View Active Inspections](#)
 - c. [View Inspection Results and History](#)
 - d. [Schedule/Cancel/Reschedule Inspections](#)
 - e. [View System Usage Reports](#)

f. [Responsive Web Design \(mobile-friendly views\)](#)**Cost for VoicePermits Conversion to Civic Platform (including all contractor services and license)**

- Upgrade to Relay (\$7,000)
- Contractor Services (\$40,000)

Invoice Schedule:

The County will pay Selectron following County acceptance of each Milestone described in Exhibit A for the upgrade to VoicePermits.

Table C: Payment schedule for Voice Permits Conversion to Civic Platform (the services and associated fees for Milestones 2.1, 3, 3.1 and 4 as shown in this Table C are optional services to be provided at the request of the County through a fully executed amendment)

Milestone	Cost Category	Amount
Milestone 1	Completion of Kick Off Meeting	\$8,000.00 <i>(completed and paid by County on 3/23/2017)</i>
Milestone 2	Completion of Call Flow Design	\$10,000 <i>(completed and paid by County on 3/28/2018)</i>
Milestone 2.1	Relay upgrade payment, Part 1 Due after written confirmation requesting the services in Exhibit A, "Section II Interactive Voice Response (IVR) Accela Civic Platform Conversion" is received from the County.	\$3,150.00
Milestone 3	Install Acceptance	\$18,000.00
Milestone 3.1	Relay upgrade payment, Part 2 Due after Relay system is delivered for User Acceptance Testing.	\$3,850.00
Milestone 4	System Acceptance	\$4,000.00
	Total	\$47,000.00

Table D: Payment schedule for WebPermits Implementation

Deliverable	Cost Category	Amount
Milestone 5	Completion of <ul style="list-style-type: none"> • Pre installation services, items 1 and 2 (Selectron) (See Exhibit A, Section III. WebPermits,Section) 	\$11,025
Milestone 6	Completion of: <ul style="list-style-type: none"> • Pre installation services, item 3,4, and 5 (Selectron) (See Exhibit A, Section III. WebPermits Section) 	\$13,475

EXHIBIT C

Software License Agreement

For the purposes of this SLA, Selectron Technologies, Inc. will be referred to as "Company," and the County Board of Arlington County, Virginia will be referred to as "Customer." Company agrees to allow Customer to use Company's computer software and associated media and printed materials, which may or may not include electronic documentation and documentation available via the Internet (collectively, the "Software"), under the terms and conditions of this Software License Agreement ("SLA"). The term of this SLA will be contemporaneous with the term of the Master Agreement ("Term") and the SLA will automatically terminate upon any termination or expiration of the Master Agreement. Capitalized but undefined terms used in this SLA will have the meaning given to them in the Master Agreement.

1. Grant of License.

Subject to the terms and conditions of this SLA, Company grants to Customer a non-exclusive, non-sublicensable, non-transferable and non-assignable (except as specifically set forth herein), and limited license to install and use the Software solely during the Term of this SLA (the "License"). The License entitles Customer to install and use the Software at its principal place of business solely on a single computer (unless Customer is authorized to install and use the Software on more than one computer, as set forth in that certain Professional Services Agreement between the parties), and solely for Customer's internal business use. A license for each active server, test server, or fail-over server must be expressly purchased for the specific use of the Software on each server. Except as otherwise notified by Company, the Software may not be used in connection with any software not acquired from Company or recommended in writing by Company specifically for use with the Software. Except as expressly set forth in this Section 1, no other right or license is granted to Customer with respect to the Software.

Use of the Software requires that Customer use, as part of the Software, certain third-party Runtime-Restricted Use Software.

2. License Fee.

Customer agrees to pay a license fee for the above-granted license, as set forth in accordance with the terms of Exhibit B (the "License Fee"). The Professional Services Agreement sets forth a payment schedule and payment terms for the License Fee, which are incorporated into and made a part of this SLA by this reference.

3. Other Rights and Limitations.

3.1 Transfer of Software. Customer may not rent, lease, distribute, sell, assign, pledge, sublicense, loan, timeshare, otherwise transfer, or otherwise use the Software for the commercial or other benefit of third parties, but Customer may transfer the use of the Software from Customer to a third party on a permanent basis, provided that (i) Customer notifies Company of the transfer in advance of the transfer; (ii) Customer ceases all use of the Software and retains no copies of the Software after the transfer; and (iii) the third-party recipient expressly agrees in writing to the terms of this SLA and provides the signed SLA to Company. In the event of

such a transfer, Customer agrees to pay any additional installation, set-up, or training fees arising out of the transfer of the Software to the third party (to the extent that the third party refuses or fails to pay such fees). Customer further agrees to allow Company or its representatives onto Customer's premises to ensure that Customer has ceased all use of the Software and not retained any copies of the Software.

3.2 Limitation on Reverse Engineering, Decompilation, and Disassembly.

Customer may not, and may not permit any employee or third party to, reverse engineer, decompile, translate, or disassemble the Software, or otherwise determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Software, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.

3.3 Other Use Restrictions.

Customer may not use the Software for any purpose other than for use on Customer's own internal computer networks, as set forth in this SLA. Customer agrees to comply with all applicable laws, rules, and regulations in its use of the Software. Customer may not, and may not permit its employees or any third party to, (i) modify, translate, or create derivative works based on or derived from the Software; (ii) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on or in the Software; (iii) perform, or release the results of, benchmark tests or other comparisons of the Software with other software, media, or materials; (iv) permit the Software to be used for or in connection with processing data or other information on behalf of any third party; or (v) incorporate the Software or any portion thereof into any other materials, products, or services.

3.4 Notice to Users.

Customer shall inform all Customer employees who use the Software under the License of all terms and conditions of the SLA, and Customer acknowledges and agrees that it is responsible for all such employee usage of the Software.

In the event of any violation of this Section 3, Licensor may immediately terminate this SLA in accordance with Section 17

of the Master Agreement and may be entitled to injunctive relief in accordance with Section 14 of this SLA below.

4. Copyright.

The Software is licensed, not sold. Customer acknowledges and agrees that Company or its suppliers own title to the Software and all present and future copyrights, trade secret rights, patent rights, trademark rights, and all other intellectual property and proprietary rights in and to the Software (including without limitation, all source and object code, algorithms, techniques, methods, images, "applets," photographs, animations, video, audio, music, text, and other content comprising and/or incorporated into the Software), accompanying printed materials, the copy of the Software that Customer is permitted to make under Section 3.3, and all updates and upgrades to and versions and derivative works of the foregoing. Customer may not copy or transfer the Software, except as expressly provided in Section 3 of this SLA. Customer may not copy the printed materials accompanying the Software without Company's prior written approval in each instance of such proposed copying.

5. Dual-Media Software.

Customer may receive the Software in more than one medium. Regardless of the type or size of media Customer receives, Customer may use only the single medium that is appropriate for Customer's single computer. Customer may not use or install the other media on another computer. Customer may not loan, rent, lease, distribute, sell, assign, pledge, sublicense, timeshare, or otherwise transfer the media to another user or use the media for the commercial or other benefit of any third party, except as part of the permanent transfer of the Software under Section 3.1 of this SLA.

6. Export Restrictions.

The Software is subject to the export control laws of the United States and other countries. Customer may not export or re-export the Software, unless Customer has first obtained Company's prior written permission and the appropriate United States and foreign government licenses, at Customer's sole expense. Customer must otherwise comply with, and contractually require that all of its employees comply with, all applicable export control laws and regulations in the use of the Software. The Software may not be downloaded or otherwise exported or re-exported (a) into any country for which the United States has a trade embargo, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List. Customer represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list. Customer further agrees to comply with the United States Foreign Corrupt Practices Act, as amended.

7. Representations and Warranties; Warranty Disclaimer

7.1 Customer represents and warrants that (a) it has full right and power to perform its obligations under this SLA, and (b)

it will take all reasonable precautions to prevent injury to any persons (including employees of Company) or damage to Company's property during the Term of this SLA.

7.2 Company represents and warrants that (a) it has full right and power to perform its obligations under this SLA, and (b) it will take all reasonable precautions to prevent injury to any persons (including employees of Customer) or damage to Customer's property during the Term of this SLA.

7.3 Company warrants that the Software will perform substantially in accordance with the specifications set forth in Exhibit A for a period of one (1) year from the effective date of the Master Agreement, as set forth in the Product and License section of Exhibit B. Any changes or modifications to the Software by any person other than Company, or any combination of the Software with any other materials by any person other than Company, voids this limited warranty. This limited warranty is also void if failure of the Software results from transportation, neglect, misuse, or misapplication of the Software by any person other than Company; from any accident beyond Company's control; from use of the Software not in accordance with this Agreement or documentation provided in connection with the Software; or from Customer's failure to provide a suitable installation or use environment for the Software.

7.4 The express warranties in Section 7.2 and 7.3 set forth above are in lieu of all other warranties, express, implied or statutory, arising from or related to this agreement and the Software provided to customer hereunder, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement of third party rights. Customer acknowledges that it has relied on no warranties other than the express warranties in Section 7.2 and 7.3 of this agreement. Except for the express warranty in Section 7.3 of this Agreement, Company provides the software to customer "as is" and "as available," and does not warrant that the Software will be uninterrupted or error free, and hereby disclaims any and all liability in connection therewith. This warranty disclaimer is made regardless of whether Company knows or had a reason to know of Customer's particular needs. No employee, agent, dealer or distributor of Company is authorized to modify this limited warranty, or make any additional warranties, whether orally, in writing, or otherwise. This Section 7.4 shall be enforceable to the fullest extent permitted by applicable law.

8. Customer Remedies; Limitation of Liability.

8.1 If Customer finds what it reasonably believes to be a failure of the Software to substantially conform to the functional specifications in the Scope of Work, and provides Company with a written report that describes such failure in sufficient detail to enable Company to reproduce such failure, Company's and its suppliers' entire liability and Customer's exclusive remedy is for Company to use commercially-reasonable efforts to correct or provide a

workaround for such failure at no additional charge to Customer. If, in Company's sole discretion, it provides Customer with replacement Software, the replacement Software will be warranted in accordance with the provisions of this SLA for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any product support services offered by Company are available without proof of purchase from an authorized non-U.S. source.

8.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS SLA, THE SOFTWARE, AND RELATED DOCUMENTATION. COMPANY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS SLA, THE SOFTWARE, AND RELATED DOCUMENTATION, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEPT FOR CLAIMS FOR INTELLECTUAL PROPERTY INDEMNIFICATION, WILL NOT EXCEED THE AMOUNT OF THE LICENSE FEE ACTUALLY PAID TO COMPANY HEREUNDER IN THE TWELVE- (12-) MONTH PERIOD IMMEDIATELY PRECEDING THE ACTION THAT GAVE RISE TO THE CLAIM. CUSTOMER ACKNOWLEDGES THAT THE LICENSE FEE REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS SLA AND THAT COMPANY WOULD NOT ENTER INTO THIS SLA WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

9. Network Security Disclaimer

9.1 Internet Security.

Company's Software may have the ability to connect to the Internet. The Software is designed to operate within Customer's secure network environment, and the Software does not provide any mechanism for security or privacy. Specifically, the Software relies fully on Customer's security measures and implements no further security infrastructure. Company makes no representations or warranties to Customer regarding (i) the security or privacy of Customer's network environment; or (ii) any third-party technologies' or services' ability to meet Customer's security or privacy needs. These third-party technologies and services may include, but are not limited to, operating systems, database management systems, web servers, and payment processing services. Customer is solely responsible for ensuring a secure network environment.

9.2 Remote Access Security.

In order to enable code development, and Customer support and maintenance of the Software (if purchased by Customer pursuant to a separate support and maintenance agreement), Company requires remote access capability. Remote access is normally provided by installing PC-Anywhere, ControllIT, or other industry standard remote access software. It may also be provided through a Customer solution such as VPN access. Regardless of what method is used to provide remote access, or which party provides remote access software, it is Customer's responsibility to

ensure that the remote access method meets Customer's security requirements. Company makes no representations or warranties to Customer regarding the remote access software's ability to meet Customer's security or privacy needs. Company also makes no recommendation for any specific package or approach with regard to security. Customer is solely responsible for ensuring a secure network environment.

9.3 Outbound Services Disclaimer.

Outbound services are intended to create additional methods of communication to Customer's employees who use the Software in support of existing processes. These services are not intended to replace all interaction with Customer's employees or become critical path. While the outbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as software, computer hardware, network services, telephone services, and e-mail. Examples of situations that could cause failure include but are not limited to: down phone lines, all lines busy, equipment failure, email address changes, internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Customer acknowledges that it is aware of the potential hazards associated with relying on an automated outbound service feature, when using the Software, and Customer acknowledges and agrees that it is giving up in advance any right to sue or make any claim against Company, and that Customer forever releases Company from any and all liability, if Customer, or Customer's employees, suffer injury or damage due to the failure of outbound services to operate, even though Customer does not know what or how extensive those injuries or damages might be.

10. U.S. Government End Users.

10.1 The Software is a "commercial item", as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, the Software is licensed to any U.S. Government end users (i) only as a commercial end item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Company and licensor of the Software is Selectron Technologies, Inc., 12323 SW 66th Avenue, Portland, Oregon 97223, USA. This Section 10.1, consistent with 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202 is in lieu of, and supersedes, any other Federal Acquisition Regulation, Defense Federal Acquisition Regulation Supplement, or other clause or provision that addresses United States Government rights in computer software, technical data, or computer software documentation.

10.2 Company advises that, to the extent allowed by law, the resultant contract terms and pricing may be extended to other Commonwealth of Virginia jurisdictions, public entities, political subdivisions and government cooperative purchasing group(s) whose processing requirements, applications, specifications and standards coincide with the processing requirements, applications, specifications and standards herewith. The extension of this contract to any entity is at the sole discretion of Company. A qualified entity choosing to join this contract shall execute a separate contract with the specifications, pricing, terms and rights provided herewith, directly between the entity and Company, and shall commit a separate purchase order and pay for supplies and services by means of their individual accounting and purchasing departments. Any processing requirements, applications, specifications and/or standards not covered herewith will be developed and priced separately, based on the entity's additional requirements and specifications, and appended to the new resultant contract. The entity shall deal directly with Company concerning the placement of orders, invoicing, contractual disputes and all other matters. Failure to extend this contract to any entity shall have no effect on the consideration of Company's current bids or agreements.

11. Support and Maintenance.

Customer may purchase support for and maintenance of the Software from Company by entering into a separate PremierPro Support and Maintenance Agreement with Company.

12 Confidentiality.

The Software and all related documentation and materials provided to Customer under this SLA contain valuable trade secrets, copyrights, proprietary know-how, information, algorithms, techniques, methods, processes, and content (collectively for purposes of this Section 12, "Proprietary Information and Materials") that belong to Company or its suppliers, and the Proprietary Information and Materials are being made available to Customer in strict confidence. ANY USE OR DISCLOSURE OF THE PROPRIETARY INFORMATION AND MATERIALS, OTHER THAN IN STRICT ACCORDANCE WITH THIS SLA, IS STRICTLY PROHIBITED AND IS ACTIONABLE AS A VIOLATION OF COMPANY'S AND/OR ITS SUPPLIERS' TRADE SECRETS, COPYRIGHTS, AND OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS, AS WELL AS A MATERIAL BREACH OF THIS SLA.

13 Injunctive Relief.

In the event that Customer breaches any provision of Sections 1, 3, 4, and 12, Customer acknowledges and agrees that there may be no adequate remedy at law to compensate Company for such breach; that any such breach will cause irreparable harm to Company that would be difficult to measure; and, therefore, that upon any such breach or threat thereof, Company will be entitled to seek injunctive and other appropriate equitable relief (without the necessity of proving irreparable harm, actual damages or of posting a bond or other security), in addition to whatever remedies Company may have at law, in equity, under this SLA, or otherwise.

EXHIBIT D

NONDISCLOSURE AND DATA SECURITY AGREEMENT (CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of Selectron Technologies, 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-DTS-SLA-416 (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 confidentiality 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 required by law or expressly authorized by the County. 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.

Unless required by applicable law, Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination or disclosure of confidential 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.

Unless required by applicable law or expressly permitted by the County, 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 confidentiality of County Information.

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 in Contractor's possession or under its control on which County Information is stored, even temporarily, will have strict security and access control. Any County Information that is physically accessible will not leave Contractor's work site or the County's physical facility, if the Contractor is working

onsite, without written authorization of the County Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

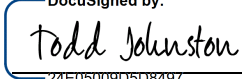
Contractor will use its best efforts to ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, or running the latest version of an industry-standard virus 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 agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this NonDisclosure and Data Security Agreement ("Agreement"), the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information disclosed as a result of the Contractor's breach of this Agreement and to prevent its further disclosure, use or dissemination. If the Contractor determines that there has been unauthorized access to the Contractor's information technology systems that has compromised or may compromise the confidentiality and security of County Information, then, upon the County's request, Contractor agrees to promptly notify the affected and potentially affected parties.

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, and security of County information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement until all County Information in the Contractor's possession or under its control is either returned to the County or destroyed.

Authorized Signature:  _____
DocuSigned by:
24E05009D5D8497...

Printed Name and Title: Todd Johnston, President _____

Date: 6/2/2021 _____