

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

CONTRACT AWARD COVERPAGE

<b>TO:</b> Simplifile, LC	<b>DATE ISSUED:</b>	July 31, 2020
5072 North 300 West	<b>CONTRACT NO:</b>	21-DTS-SLA-265
Provo, Utah 84604	<b>CONTRACT TITLE:</b>	Simplifile E-recording
CITY, STATE ZIP		

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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-265 including any attachments or amendments thereto.

**EFFECTIVE DATE:** July 31, 2020

**EXPIRES:** July 30, 2021

**RENEWALS:** THIS IS THE 1<sup>st</sup> YEAR AWARD NOTICE OF A POSSIBLE 5 YEAR CONTRACT.

**COMMODITY CODE(S):** 22034

**LIVING WAGE:** N

**ATTACHMENTS:**

AGREEMENT No. 21-DTS-SLA-265

**EMPLOYEES NOT TO BENEFIT:**

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

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**VENDOR CONTACT:** Marc Arrowood

**VENDOR TEL. NO.:**

**(801) 223.1046**

**EMAIL ADDRESS:** [Marc.Arrowood@simplifile.com](mailto:Marc.Arrowood@simplifile.com)

**COUNTY CONTACT:** Richard Archambault, DTS-Dept. of  
Technology Services

**COUNTY TEL. NO.:**

**(703) 228-7969**

**COUNTY CONTACT EMAIL:** [rarchambault@arlingtonva.us](mailto:rarchambault@arlingtonva.us)

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**PURCHASING DIVISION AUTHORIZATION**

**Tomeka D. Price**

**Title Procurement Officer**

**Date August 6, 2020**

## Master Services Agreement (MSA)

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This Master Services Agreement (the "Agreement") is entered into and made effective as of July 31, 2020 (the "Effective Date"), by and between Simplifile, LC, a Utah limited liability company located at 5072 North 300 West, Provo, Utah 84604 ("Service Provider"), and The County Board of Arlington, Virginia, located at 2100 Clarendon Blvd, Arlington, Virginia 22201 ("Customer") with respect to the facts set forth below. Throughout this Agreement, any reference to "Customer" shall include not only Customer but also any Affiliate, employee, contractor, manager, member, director, officer, shareholder, agent or representative of Customer; provided that as set forth in Section 2(d) below, Customer shall have no right to sub-subscribe any part of this Agreement to any party without the express written consent of Service Provider.

### RECITALS

- A. Service Provider may provide, as part of the Customer Services, certain services. These services may be delivered through their web-based software applications and web-based services, which are considered Confidential Information of Service Provider, as that term is defined herein; and
- B. Customer recognizes and acknowledges that Service Provider's Confidential Information constitutes a valuable, special and unique asset and that the provisions of this Agreement are necessary to protect it; and
- C. Customer desires to obtain access to Service Provider's web-based software application and services pursuant to the terms and conditions of this Agreement; and
- D. Pursuant to the terms and conditions of this Agreement, Customer desires to subscribe the Right to Use from Service Provider and Service Provider desires to subscribe the Right to Use and the Customer Application to Customer under the terms and conditions set forth below.

### AGREEMENT

NOW THEREFORE, in exchange for their mutual covenants and promises contained herein, each intending to be legally bound hereby, and in consideration of the following mutual promises and covenants, the parties hereby agree as follows:

1. Definitions. Capitalized terms shall have the meaning set forth herein.
  - a. Affiliate. The term "Affiliate" shall mean any entity which directly or indirectly controls, or is controlled by Customer. The term "control" as used herein means (1) in the case of corporate entities, direct or indirect ownership of at least fifty percent (50%) of the stock or shares entitled to vote for the election of directors; or (2) in the case of non-corporate entities, direct or indirect ownership of at least fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entities. Unless otherwise specified, the term Customer includes Affiliates.
  - b. Confidential Information. The term "Confidential Information" shall mean this Agreement and all data, trade secrets, business information and other information of any kind and in whatever form whatsoever, including data developed or produced through access to Confidential Information that a party ("Discloser") discloses, in writing, orally, visually or in any other medium, to the other party ("Recipient") or to which Recipient obtains access and that relates to Discloser. A "writing" shall include an electronic transfer of information by e-mail, in written form over the Internet or otherwise. Information shall not be considered confidential to the extent that Recipient can establish by competent proof that it:
    1. Is publicly disclosed through no fault of Recipient, either before or after it becomes known to Recipient; or
    2. Was known to Recipient prior to the date of this Agreement, which knowledge was acquired independently and not from Discloser (or Discloser's employees); or
    3. Is subsequently disclosed to Recipient in good faith by a third party who has a right to make such disclosure; or
    4. Has been published by a third party as a matter of right.

In the event that Confidential Information is required to be disclosed by law or court order, in which event Recipient shall limit the same to the minimum required to comply with the law or court order, and prior to making such disclosure Recipient shall notify Discloser, not later than ten (10) days before the disclosure in order to allow

Discloser to comment and/or to obtain a protective or other order, including extensions of time and the like, with respect to such disclosure.

- c. Customer Application. The term "Customer Application" shall mean any applications of Service Provider that allow the Customer to access Customer Services rendered by Service Provider under the terms of this Agreement.
- d. Customer Services. The term "Customer Services" shall mean any services provided by Service Provider pursuant to this Agreement, limited to those services selected by Customer in the applicable Service Addendum, which is attached to this Agreement and is incorporated herein by reference.
- e. Intellectual Property Right. The term "Intellectual Property Right" shall mean any patent, patent application, copyright, moral right, trade name, trademark, service mark, trade secret, and any applications or right to apply for registration therefor, internet domain names, logos, designs, slogans, and general intangibles of like nature, computer software programs or applications, tangible or intangible proprietary information, know-how, proprietary processes, formulae, algorithms, or any other intellectual property right, whether registered or unregistered, and whether first created before or after the effective date of this Agreement that is owned by Service Provider.
- f. Right to Use. The term "Right to Use" shall mean Customer's collective right to use the Customer Application and the Customer Services.
- g. User. The term "User" shall mean each person or entity that has access to any of the Customer Services through the Customer Application.

2. Grant of Right to Use; Intellectual Property Rights.

- a. Grant of Right to Use. Subject to the terms and conditions of this Agreement, and in consideration of Customer's payment of all applicable fees set forth in Section 3 below, Service Provider grants to Customer a non-subscribable, nonexclusive, nontransferable right to internally use and access the Customer Services vis-à-vis the Customer Application solely for Customer's business operations as referenced in this Agreement during the term of this Agreement.
- b. Retention of Rights. As between the parties, Service Provider retains all right, title, and interest to all Intellectual Property Rights in its Customer Application and the Customer Services, and any copies thereof. Customer shall only be entitled to use the Right to Use as specified herein. Nothing in this Agreement grants Customer any right, title, license or interest in or relating to the source code of the Customer Application. Any third-party software embedded, included or otherwise provided by Service Provider for use with the Customer Application may only be used in conjunction with such Customer Application.
- c. Maintenance of Intellectual Property Rights; Protection of Customer Application. Customer agrees to maintain all of the Intellectual Property Rights included in the Right to Use and shall not (nor shall it allow any third party to: (i) reverse engineer, decompile, translate, disassemble or attempt to discover any source code or underlying ideas or algorithms of any part or all of the Customer Application (except to the extent such restriction is prohibited by applicable local law in order to obtain interoperability), (ii) sell, lease, lend, disclose, or use for timesharing or service bureau purposes any part or all of the Customer Application, (iii) use, provide, or allow others to use the Customer Application for the benefit of any third party, or (iv) except as otherwise set forth in this Agreement reset or disable the Customer Application.
- d. Sub-Subscribing Prohibited. Customer shall have no right to subscribe or sub-subscribe any of the foregoing to any party with respect to the rights conferred upon Customer under this Agreement without the express written consent of Service Provider.
- e. No Other Right to Use. This Agreement confers no additional rights to use or other rights by implication, estoppel, or otherwise under any patent applications or patents of Service Provider other than the Right to Use regardless of whether such patents are dominant or subordinate to the Right to Use.

3. Right to Use Fees. Customer agrees to pay the following fees and costs to Service Provider in exchange for the Right to Use:

- a. Fees. Customer shall pay to Service Provider those fees (the "Fees") for those services set forth in the applicable Service Addendum, as amended or added to.

- b. Payment of Fees and Taxes. Customer agrees to pay the Fees set forth in the applicable Services Addendum, as amended or added to. Service Provider reserves the right to suspend its service to Customer upon two (2) days' notice to Customer if Customer's account becomes delinquent (meaning, any payment of Fees set forth in an Invoice is not paid within the time frame set forth in the applicable Services Addendum, as amended or added to). Customer agrees that it shall be liable for all costs of collection of any delinquency, including collection agency fees, reasonable attorney's fees, and court costs. The parties acknowledge that Customer may be subject to certain sales, use or other taxes. As such, the parties agree and acknowledge that the Service Provider's fees listed herein have been quoted exclusive of all sales, use or other taxes assessed directly on the Customer Services and/or the use of the Customer Application, as the case may be, and any attendant services rendered to Customer. Therefore, Customer agrees to pay to Service Provider all taxes, fees, duties, licenses, tariffs, and levies imposed directly by a governmental entity upon the provision of Customer Services or the use of the Customer Application or any services provided herein by Service Provider to Customer.

4. Ownership.

- a. Ownership by Service Provider. Service Provider retains all rights, title and interest in and to the Customer Services and the Customer Application as delivered by Service Provider to Customer hereunder, along with all updates, modifications or improvements and all documentation related thereto and all intellectual property rights embodied in any of the foregoing.
- b. Service Provider Trademark Ownership. Customer acknowledges that Service Provider owns or holds exclusive rights in and to any and/or all of its Intellectual Property Rights. As such, without the express written consent of Service Provider, Customer will not use any Intellectual Property Rights as part of any of its product, service, domain, sub-domain or company names and will not take nor authorize any action inconsistent with Service Provider's exclusive trademark rights during the term of this Agreement or thereafter. Nothing in this Agreement grants Customer ownership or any rights in or to use the Intellectual Property Rights. Subject to Customer's rights under and except as otherwise set forth in this Agreement, Service Provider will have the exclusive right to own, use, hold, apply for registration for, and register its Intellectual Property Rights during the term of this Agreement and after the expiration or termination of this Agreement, in any country worldwide. Customer shall not use any brands or trademarks to identify any component of the Right to Use other than those designated by Service Provider.

5. Indemnity. Customer hereby agrees to indemnify, defend and hold harmless Service Provider and any Affiliate of Service Provider (collectively, the "Indemnitees") from and against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorney's fees, expert witness fees and costs, arising from claims asserted by third parties ("Claim"), that arise out of or relate to (a) Customer's or Customer's Affiliates' (collectively, the "Indemnitors") misuse of any part of the Right to Use, (b) Indemnitors' transactions with third parties or the operation of their respective businesses, (c) the negligent or willful acts or omissions of an Indemnitor; and/or (d) any and all liabilities resulting from use of any part of the Right to Use; except to the extent any Claim arises out of any negligent action, or failure to act, by Service Provider or Service Provider's breach of any law or regulation, or breach of this Agreement by Service Provider. An Indemnitor shall not enter into any settlement of such Claims that admits liability on behalf of Service Provider without Service Provider's prior written consent, which consent shall not be unreasonably withheld or denied. Indemnitees, at their expense, shall have the right to retain separate independent counsel to assist in defending any such Claims. In the event Customer fails to promptly indemnify and defend such Claims and/or pay Indemnitees' expenses as provided above, Indemnitees shall have the right to defend themselves, and in that case, Customer shall reimburse Indemnitees for all of their reasonable attorney's fees, costs and damages incurred in settling or defending such Claims.

Service Provider agrees to indemnify and pay all costs to defend the Customer in the event the Customer is named as a Defendant in any Claim by a third party pertaining to the Right to Use or any alleged infringement of any patent, trademarks, service mark, logo or copyrights or related rights of a third party which are protected under law and that would materially affect the Right to Use. In any such case, in which Customer is named, Customer shall provide prompt notice to Service Provider of such.

6. Limited Warranty; Limitation of Liability.

- a. Limited Warranty. OTHER THAN THE WARRANTIES ALREADY SET FORTH IN THIS AGREEMENT, SERVICE PROVIDER MAKES NO OTHER WARRANTIES CONCERNING THE RIGHT TO USE OR ANY OTHER MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR ARISING OUT OF COURSE OF CONDUCT OR TRADE CUSTOM OR USAGE, AND SERVICE PROVIDER DISCLAIMS ALL SUCH EXPRESS OR IMPLIED WARRANTIES. SERVICE PROVIDER MAKES NO WARRANTY OR REPRESENTATION AS TO THE VALIDITY OR SCOPE OF RIGHT TO USE, OR THAT SAID RIGHT TO USE WILL BE FREE FROM AN INFRINGEMENT ON PATENTS OR OTHER INTELLECTUAL

PROPERTY RIGHTS OF THIRD PARTIES, OR THAT NO THIRD PARTIES ARE IN ANY WAY INFRINGING UPON ANY RIGHTS INCLUDED IN THE RIGHT TO USE COVERED BY THIS AGREEMENT. FURTHER, SERVICE PROVIDER HAS MADE NO INVESTIGATION AND MAKES NO REPRESENTATION THAT THE RIGHT TO USE IS SUITABLE FOR CUSTOMER'S PURPOSES.

- b. Limitation of Liability. EXCEPT WITH RESPECT TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SERVICE PROVIDER OR SERVICE PROVIDER'S PERSONNEL ARISING OUT OF SERVICE PROVIDER'S OBLIGATIONS AS SET FORTH IN THIS AGREEMENT OR SERVICE PROVIDER'S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 5 ABOVE, AS TO WHICH THE FOLLOWING LIMITATIONS DO NOT APPLY, IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR EXPECTED SAVINGS OR OTHER ECONOMIC LOSSES, OR FOR INJURY TO PERSONS OR PROPERTY) IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER.
- c. IN ADDITION, EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SERVICE PROVIDER OR SERVICE PROVIDER'S PERSONNEL ARISING OUT OF SERVICE PROVIDER'S OBLIGATIONS AS SET FORTH IN THIS AGREEMENT OR SERVICE PROVIDER'S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 5 ABOVE, THE CUMULATIVE LIABILITY OF SERVICE PROVIDER AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, MANAGERS, ATTORNEYS OR AGENTS FOR DAMAGES FOR CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION, WILL NOT EXCEED ONE-HUNDRED PERCENT (100%) OF THE FEES PAID, BY CUSTOMER FOR THE MOST RECENT 12 MONTHS AS DETERMINED BY SERVICE PROVIDER, FOR THE RIGHT TO USE AND RELATED SERVICES UNDER THIS AGREEMENT.

THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION 6.b SHALL APPLY TO ALL CLAIMS AND ACTIONS OF ANY KIND AND ON ANY THEORY OF LIABILITY, WHETHER BASED ON CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER GROUNDS, AND REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY

Notwithstanding anything to the contrary in any Schedule or any other documents or agreements exchanged between the parties, this Section 6 sets forth the only limitation of liability in effect between the parties.

## 7. Confidentiality.

- a. Treatment of Confidential Information. The parties agree that during the term of this Agreement, and for a period of five (5) years after this Agreement expires or terminates, any Recipient (as that term is defined in Section 1(b) above) receiving Confidential Information of the Discloser (as that term is defined in Section 1(b) above) will maintain in confidence such Confidential Information to the same extent such party maintains its own proprietary information; not disclose such Confidential Information to any third party without the prior written consent of the other party; and not use such Confidential Information for any purpose except those permitted by this Agreement; provided that Service Provider may use Customer's Confidential Information as necessary in the performance of Service Providers services for the benefit of the Customer as set forth in this Agreement. Service Provider agrees that Customer and its subcontractors shall be permitted to disclose information that relates to the subject matter claimed in the Right to Use in connection with the exercise of the rights included in the Right to Use hereunder by Service Provider to Customer as long as the disclosure of such information is protected under written obligations of confidentiality which are at least as restrictive as those contained in this Agreement. A "third party" shall not include (1) Affiliates of Customer; (2) Recipient's employees or officers; (3) Affiliates of Recipient, its independent contractors at any level, agents and consultants, and (4) as required by law or as otherwise expressly permitted by this Agreement. Upon expiration or termination of this Agreement for any reason, Discloser shall promptly return to Customer, at Customer's election, all Customer Confidential Information in the possession of Discloser, subject to and in accordance with the terms and provisions of this Agreement; provided, however, that no party shall be obligated to provide the other party with any information that the party can show it independently developed..
- b. Non-Disclosure of Confidential Information. A Recipient shall take reasonable steps to prevent unauthorized disclosure or use of Discloser's Confidential Information and to prevent it from falling into the public domain or into the possession of unauthorized persons. Recipient shall not disclose Confidential Information of Discloser to any person or entity other than its employees, contractors and consultants who need access to such Confidential Information in order to affect the intent of this Agreement and who have entered into confidentiality agreements which protect the Confidential Information of Discloser sufficient to enable Recipient to comply with this Section 7(b). Recipient shall immediately give notice to Discloser of any unauthorized access, use, or disclosure of Discloser's Confidential Information. Recipient agrees to assist Discloser to remedy such unauthorized access, use, or

disclosure of its Confidential Information. It is understood that Service Provider shall have the right to use information relating to any statements of errors and other error reports in connection with its products and services, including without limitation for purposes of modifying its products and resolving problems with other customers and developers; provided that Service Provider will treat the identity of Customer as the source of the respective error report as Confidential Information of Customer in accordance with this Section 7(b).

- c. Acknowledgement. Discloser acknowledges that Recipient has a responsibility to its customers and other consumers using its services to keep Confidential Information strictly confidential.
- d. Notice of Action Affecting Confidential Information. To the extent legally permitted, Recipient shall notify Discloser of any actual or threatened requirement of law to disclose Confidential Information promptly upon receiving actual knowledge thereof and shall cooperate with Discloser's reasonable, lawful efforts to resist, limit or delay disclosure. Nothing in this Section 7(d) shall require any notice or other action by Recipient in connection with requests or demands for Confidential Information by bank external examiners, regulators or others with lawful enforcement and oversight powers with respect to Recipient or its Affiliates.
- e. Use of Logos: Disclosure of Relationship. Without the prior written approval of the other party hereto, neither party shall issue any media releases relating to this Agreement or use the name or logo of the other party, including, without limitation, in promotional or marketing material or on a list of customers, provided that nothing in this paragraph shall restrict any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of the releasing party.
- f. Confidential Information Property of Discloser. All Confidential Information disclosed by a Discloser and any results of processing such Confidential Information or derived in any way therefrom shall at all times remain the property of Discloser.
- g. Virus/Malicious Code Prevention. Service Provider shall use the latest, commercially available virus and malicious code detection and protection products on all workstations and servers used to provide goods and services to Customer; and shall report all occurrences of viruses and malicious code that are not successfully resolved by deployed detection and protection measures on any workstation or server used to provide goods or services to Customer within 48 business hours of discovery.

Service Provider shall promptly notify Customer if it becomes the subject of any regulatory or other investigation or of any government or other enforcement or private proceeding relating to its data handling practices.

## 8. Term and Termination.

Term. Unless terminated early in accordance with the provisions of Section 8(b) or 8(c), this Agreement shall take effect on the date of its acceptance by Service Provider and the Customer and shall continue in effect for one (1) year, subject to yearly renewal options by the Parties 90 days prior to the effective date of this Agreement.

- a. Termination by Customer. Customer may terminate this Agreement for any reason. Upon termination, Customer agrees to cease use of Services and pay all outstanding fees in total.
- b. Termination by Service Provider. Service Provider may terminate this Agreement as follows:
  - 1. If Customer does not make a payment due hereunder and fails to cure such non-payment within ten (10) days after the date of notice in writing of such non-payment by Service Provider;
  - 2. If Customer becomes insolvent, makes an assignment for the benefit of creditors, or has a petition in bankruptcy filed for or against it. Such termination shall be effective immediately upon Service Provider giving written notice to Customer;
  - 3. If, in the reasonable opinion of Service Provider, Customer (i) takes any action, or fails to act, that will likely cause substantial financial harm or substantial injury to the reputation of Service Provider, or (ii) engages in any willful violation of any law, rule or regulation applicable to Customer's duties hereunder, or material breach of any provision of this Agreement.
  - 4. Except as provided in subparagraphs (1)—(4) above, if Customer defaults in the performance of any obligations under this Agreement and the default has not been remedied within sixty (60) days after the date of notice in writing of such default by Service Provider.

- c. Rights Upon Expiration or Termination. Upon the termination or expiration of this Agreement, neither party shall have any further rights or obligations except the following provisions of this Agreement shall survive the termination or expiration of this Agreement unless otherwise agreed to in writing by both parties: (1) Section 3 (Right to Use Fees); (2) Section 4 (Ownership); (3) Section 5 (Indemnification); (4) Section 6 (Limited Warranty; Limitation of Liability); (5) Section 7 (Confidentiality); (6) this Section 8 (Term and Termination); (7) Section 9 (Assignment; Successors); (8) Section 10 (General Provisions); and (9) either party's other obligations that have accrued by the date of such expiration or termination. Notwithstanding any of the foregoing, Customer shall have no right to a refund for any Fees that are already paid but are unearned.
- d. Suspension of Rights. Service Provider may elect to suspend service to Customer, rather than terminate this Agreement, at Service Provider's sole election, for Customer's failure to make a payment due hereunder coupled with Customer's failure to cure such non-payment within ten (10) days after the date of notice in writing of such non-payment by Service Provider. Such suspension may be lifted at any time at the discretion of Service Provider; however, once all past due payments hereunder have been brought current, Service Provider shall lift the suspension immediately.

9. Assignment; Successors.

- a. Assignment. This Agreement may not be assigned or otherwise transferred (whether voluntarily, by operation of law or otherwise) by Customer without the prior written consent of Service Provider which shall not be unreasonably withheld; provided however that Customer may, without such consent, assign this Agreement and its rights and obligations hereunder to an Affiliate or in connection with the transfer or sale of all of its business, or in the event of its merger, consolidation, change in control, or other similar transaction. Any and all other assignments of this Agreement or any rights granted hereunder by Customer without the prior written consent of Service Provider are void.
- b. Binding Upon Successors and Assigns. Subject to the limitations on assignment herein, this Agreement shall be binding upon and inure to the benefit of any successors in interest and assigns of Service Provider and Customer. Any such successor or assignee of Customer's interest shall expressly assume in writing the performance of all the terms and conditions of this Agreement to be performed by Customer and such written assumption shall be delivered to Service Provider as a condition to Service Provider's agreement to consent to any such assignment.

10. General Provisions.

- a. Independent Contractors. The relationship between Service Provider and Customer is that of independent contractors. Service Provider and Customer are not joint venturers, partners, principal and agent, master and servant, employer or employee, and have no other relationship other than independent contracting parties. Service Provider and Customer shall have no power to bind or obligate each other in any manner, other than as is expressly set forth in this Agreement.
- b. Entire Agreement; Modification. This Agreement and all of the attached Addenda set forth the entire agreement and understanding between the parties as to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. There shall be no amendments or modifications to this Agreement, except by a written document that is signed by both parties.
- c. Headings. The headings for each article and section in this Agreement have been inserted for convenience of reference only and are not intended to limit or expand on the meaning of the language contained in the particular article or section.
- d. Severability. Should any one or more of the provisions of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, it shall be considered severed from this Agreement and shall not serve to invalidate the remaining provisions thereof. The parties shall make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by them when entering this Agreement may be realized.
- e. No Waiver. Any delay in enforcing a party's rights under this Agreement or any waiver as to a particular default or other matter shall not constitute a waiver of such party's rights to the future enforcement of its rights under this Agreement, excepting only as to an express written and signed waiver as to a particular matter for a particular period of time.
- f. Name. Whenever there has been an assignment by Customer as permitted by this Agreement, the term "Customer" as used in this Agreement shall also include and refer to, if appropriate, such assignee or subcontractor.

- g. Force Majeure. Neither party shall be liable to the other for failure or delay in the performance of a required obligation if such failure or delay is caused by riot, fire, flood, earthquake, natural disaster, electronic virus, electronic attack or infiltration, internet disturbance, government act or other similar cause beyond such party's (the "Affected party") control (collectively, a "Force Majeure Event").
- h. Notices. Any notices required by this Agreement shall be in writing, shall specifically refer to this Agreement and shall be forwarded to: (i) Customer using Primary Contact Person information as set out in the Simplifile Organization contact Information within the Customer Application and (ii) to Service Provider at the following address unless subsequently changed by written notice to Customer:

Simplifile, LC  
 5072 North 300 West  
 Provo, Utah 84604  
 Attention: Auri Burnham  
 Email: [aburnham@simplifile.com](mailto:aburnham@simplifile.com)

AND

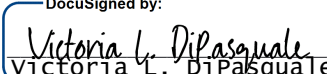
Arlington County Government  
 2100 Clarendon Blvd., Suite 500  
 Arlington, VA 22201  
 Attn : Sharon T. Lewis  
 Email : [slewis1@arlingtonva.us](mailto:slewis1@arlingtonva.us)

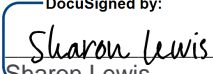
- i. Terms of Use. The parties acknowledge that before any customer or other party accesses the Customer services through the Customer Application, said customer or third party is agreeing to those Terms of Use of Service Provider set forth at Simplifile.com, which terms are incorporated into this Agreement by reference.

The parties have executed this Agreement by their duly authorized representatives as of the date set forth.

**SERVICE PROVIDER:**

**CUSTOMER:**

By:   
 Name (print): Victoria L. DiPasquale  
 Job Title: Vice President  
 Date: 8/6/2020

By:   
 Name (print): Sharon Lewis  
 Job Title: Purchasing Agent  
 Date: 8/6/2020