

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

NOTICE OF CONTRACT AWARD

YARDI SYSTEMS, INC.
430 SOUTH FAIRVIEW AVENUE
SANTA ANA, CA 93711

DATE ISSUED:

JUNE 18, 2019

CURRENT REFERENCE NO:

19-800-SS

CONTRACT TITLE:

DHS SOFTWARE HOUSING
SYSTEM

**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. 19-800-SS including any attachments or amendments thereto.

EFFECTIVE DATE: JUNE 18, 2019

EXPIRES: JUNE 17, 2020

RENEWALS: AUTOMATICALLY RENEWS FOR SUCCESSIVE 1-YEAR TERMS UNLESS 30-DAY NON-RENEWAL
NOTICE PROVIDED

COMMODITY CODE(S): 20837; 20845

LIVING WAGE: NO

ATTACHMENTS:

AGREEMENT No. 19-800-SS

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: HARVEY DICKERSON

CONTRACTOR TELE.NO.: (1-800)866-1144 X 6819

EMAIL ADDRESS: harvey.dickerson@yardi.com

COUNTY CONTACT: MARTHA COELLO

COUNTY TEL. NO.:

(703) 228-1642

COUNTY CONTACT : mcoell@arlingtonva.us

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

**AGREEMENT NO. 19-800-SS
Previous Agreement No. 37-09**

THIS AGREEMENT is made, on the date of execution by the County, between **Yardi Systems, Inc., 430 South Fairview Avenue, Santa Barbara, California 93711** ("Contractor") a California corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of this Agreement and Attachment A (SaaS Subscription Agreement) (collectively, "Contract Documents" or "Contract").

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

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

2. SCOPE OF WORK

The Contractor agrees to perform the services described in Attachment A (SaaS Subscription Agreement). The primary purpose of the Contract is to license Contractor's software to the County and provide related services, as more fully described in Attachment A (the "Work"). The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer"), who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

4. CONTRACT TERM

The Work will commence on date of the execution of the Agreement by the County and shall continue until the fourth Anniversary Date (as defined in Attachment A) (the "Initial Term") unless earlier terminated in accord with the terms of the Contract Documents. Upon expiration of the Initial Term, the Contract will automatically renew for successive 1-year terms (each a "Renewal Term") unless a party provides written notice of non-renewal at least 30 days prior to expiration of the then-current (Initial or Renewal) Term. The initial Contract Term and any Subsequent Contract Term(s) are together the 'Contract Term'.

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of Schedule A (Fee Schedule) of Attachment A. The Contractor agrees that it shall complete the Work for the total amount specified in this section ("Contract Amount") unless such amount is modified as provided in this Agreement.

The County may reasonably and in good faith dispute any fees by proving written notice to the Contractor. The County agrees to timely pay any portion of the fees that is not disputed within 45 days of the County's receipt of the invoice ("Undisputed Fees").

6. PAYMENT

The County will pay all fees in accordance with the payment terms set forth in Schedule A of Attachment A. The Contractor will invoice the County for the County's annual license fee approximately 60 days (and again at approximately 30 days if payment has not been received) prior to each Anniversary Date (as defined in Attachment A). The Contractor's Voyager application software will provide multiple and periodic reminders in advance of the Anniversary Date that the County's annual license fee payment will soon be due.

The Project Officer shall either approve the invoice or require corrections. The County will pay the Contractor within 30 days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer.

7. ADDITIONAL SERVICES

The Contractor shall not be compensated for any goods or services provided except those included in Attachment A (SaaS Subscription), including Schedule A (Fee Schedule), Schedule B (Yardi SaaS Subscription Services and Governance Schedule), Schedule C (Additional Terms), and Schedule D (PSG Scope) of Attachment A, unless those goods or services are covered by a written amendment to this Contract signed by the County and the Contractor.

8. REIMBURSABLE EXPENSES

The County agrees to pay reasonable travel expenses in accordance with section 5 (c) (On-Sites) of Attachment A.

9. PAYMENT OF SUBCONTRACTORS

If applicable, 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, 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.

The independent service providers from which the Contractor leases space to locate the servers and equipment needed to provide the Yardi Cloud (as defined in Attachment A and more fully described in section 16(a) (Server Location) of Attachment A), are not subcontractors for purposes of this section 8 (Payment of Subcontractors).

10. NON-APPROPRIATION

All funds for 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 of non-appropriation of funds by the Board for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the previous appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

11. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the

purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The terms of the Purchase Order shall not amend, alter, or modify the terms set forth in the Contract Documents. .

12. PROJECT STAFF

The County will, throughout the Initial Contract Term and any Subsequent Contract Term, have the right to reasonably request that Contractor change the account manager assigned to the project by the Contractor. If the County reasonably requests that Contractor change the account manager pursuant to this section, then the Contractor will use commercially reasonable efforts to accommodate such request in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

13. SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

14. * 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 related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in

employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.

- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

15. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor acknowledges that it does not, and shall 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.

16. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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

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

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

The Contract shall remain in force for the Initial Term or any Renewal Term(s). However, either party shall have the right to terminate this Contract as set forth below if the other party is in material breach or default or has failed to perform the Work satisfactorily.

If the County determines that the Contractor has failed to perform satisfactorily, or if either party determines that the other is in default or material breach, then the non-breaching party will give the other written notice of such failure(s) and the opportunity to cure such failure(s) within at least 15 days before termination of the Contract takes effect ("Cure Period"). If the breaching party fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated. If the County terminates the Contract pursuant to this Section 17, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract. In order to be considered, such request, with all supporting documentation, must be submitted to the County Project Officer within 15 days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application and notify the Contractor of same within a reasonable time thereafter.

If the non-breaching party terminates the Contract pursuant to this Section 17, then the termination shall be immediate after delivery of written notice and the expiration of the applicable cure period.

In the event any termination pursuant to this Section 17 shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

18. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The Contract may be terminated by the County's Purchasing Agent whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all outstanding fees owed to the Contractor as of the effective date of the County's termination. If the County terminates the Contract pursuant to this Section 18, the County shall not be entitled to a refund of any prepaid annual license fees.

19. EFFECT OF TERMINATION

Upon the effective date of the Contract's termination or expiration: (i) the license for the Licensed Programs and Licensed Programs Documentation will terminate; (ii) the County will cease Use of the Yardi Cloud, Yardi Cloud Services, Licensed Programs and Licensed Programs Documentation; (iii) the County's access to the Yardi Cloud and Licensed Programs will be disabled; and (iv) the County shall pay any outstanding Undisputed Fee. The Contractor will on the effective date of termination or expiration return, or make available for the County to download, an electronic copy of the County's Client Data. For purposes of this Section 19, the terms "Licensed Programs," "Licensed Programs Documentation," "Use," "Yardi Cloud," "Yardi Cloud Services," "Undisputed Fees," and "Client Data" are defined as in Attachment A.

20. INDEMNIFICATION

Subject to the liability cap set forth in Attachment A (SAAS Subscription Agreement), the Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure ("Third Party Claims"), however caused, resulting from, arising out of, or in any way connected with the Contractor's negligence, including the negligence or intentional misconduct of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents; provided, however, that Contractor's indemnification set forth in this Section 20 (Indemnification) does not

apply to any Third Party Claims (or any portions of such claims) resulting from, arising out of, or in any way connected with (i) the County's comparative or contributory negligent acts or omissions, (ii) Contractor's obligations under Section 8 (Client Data) in Attachment A (SAAS Subscription Agreement), or (iii) the County's use of the Licensed Programs (defined in Attachment A (SAAS Subscription Agreement)), except as described in Section 21 (Intellectual Property Indemnification). This duty to save, defend, hold harmless and indemnify shall (i) survive the termination of this Contract, and (ii) be subject to the indemnity conditions set forth in Section 21 below. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all reasonable expenses, including but not limited to, reasonable attorney's fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

21. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that it has all necessary right, title and interest in and to the Licensed Programs and Deliverables to convey the licenses granted by this Agreement. For clarity, the terms "Licensed Programs," "Use," "Yardi Cloud," "Yardi Cloud Services," "Licensed Programs Documentation," and "Deliverables" shall have the same meaning as set forth in Attachment A.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all third party claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure from claims alleging that the County's authorized use of the Yardi Cloud, Yardi Cloud Services, Licensed Programs, Licensed Programs Documentation, and Deliverables in accordance with terms of Attachment A (SAAS Subscription Agreement) infringes on a third party's proprietary information, trademark, copyright, patent rights or intellectual property rights, or misappropriates a third party's trade secrets. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorney's fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract. The Contractor's defense and indemnification obligation per this Section 21 is conditioned upon the following: (i) the County providing the Contractor with prompt written notice of any claim for which indemnification is sought; (ii) the Contractor having sole control of the defense and settlement of such claim, provided, however, that the County shall have the right to have any suit or proceeding monitored by counsel of the County's choice and at its expense; and (iii) the County's reasonable cooperation with the Contractor in the defense and settlement of the claim.

If the Licensed Programs become the subject of a patent, trademark, copyright, or trade secret misappropriation or infringement claim, and such claim results – or is reasonably likely to result

– in an injunction against the County’s continued Use of the Licensed Programs, the Contractor will: (i) replace or modify the Licensed Programs to avoid the misappropriation/infringement claim; (ii) secure the County’s right to continue Use of the Licensed Programs; or (iii) if neither (i) or (ii) is commercially practicable, either party may terminate this Contract upon written notice to the other party.

22. OWNERSHIP AND RETURN OF RECORDS

The parties acknowledge and agree that each parties’ respective ownership rights are as set forth in Attachment A (SAAS Subscription Agreement).

23. 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.

24. 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.

25. FORCE MAJEURE

Neither party shall be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Contractor that make performance impossible or illegal, unless otherwise specified in the Contract (“Force Majeure Event”).

26. 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.

27. RELATION TO COUNTY

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

benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

28. AUDIT

The Contractor agrees to retain all books, invoicing records and other such related documents created in connection with this Contract for at least five 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 Initial Term and any Renewal Term(s). If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

29. ASSIGNMENT

The Contractor may not assign, transfer, convey, sublet, 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. Notwithstanding the foregoing, Contractor may assign this Contract without providing prior notice to the County and without the County's prior consent in the event of: (i) a merger involving Contractor, (ii) a sale or transfer of a controlling interest in Contractor, or (iii) an asset sale involving all or a substantial portion of Contractor's assets.

30. AMENDMENTS

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

31. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or part.

32. DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of contract shall be submitted to a member of the Contractor's senior management and to the County's Project Officer for such parties to engage in direct negotiations, for a period of no less than 30 days, in an effort to resolve the dispute in good faith. If the dispute is not resolved by the Contractor's senior management and the County's Project Officer within 30 days immediately following the commencement of their discussions, then the Contractor shall submit the dispute to its EVP and the County shall submit the dispute to its Executive Director. If the dispute is not resolved by the Contractor's EVP and the County's Executive Director within 30 days immediately following the commencement of their discussions, then either party may invoke all legal rights and remedies available to it at law or in equity.

33. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum, and venue for any litigation with

respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

34. ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

35. NONEXCLUSIVITY OF REMEDIES

Except where a remedy is expressly stated to be the sole remedy according to the terms of the Contract, all remedies available to each party under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to such party at law or in equity.

36. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to 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, such not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

38. NO WAIVER OF SOVEREIGN IMMUNITY

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

39. SURVIVAL OF TERMS

In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration or termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; and INTELLECTUAL PROPERTY INDEMNIFICATION. The provisions set forth in section 3 (a) (Survival) of Attachment A (SAAS Subscription Agreement) shall survive any termination or expiration of this Agreement.

40. HEADINGS

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

41. AMBIGUITIES

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party

shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

42. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and 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:

Attn: EVP
Yardi Systems, Inc.
430 South Fairview Avenue
Goleta, California 93117

AND

Attn: Legal Department
Yardi Systems, Inc.
430 South Fairview Avenue
Goleta, California 93117

TO THE COUNTY:

Martha Coello, Project Officer
2100 Washington Boulevard – 3rd Floor
Arlington, Virginia 22204

AND

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

43. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

44. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the

Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$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 & Omissions - \$1,000,000 per claim
- e. Cyber Insurance \$2,000,000 per 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, business automobile liability, miscellaneous error & omissions, and cyber insurance policies; and the additional insured endorsement must be typed on the certificate.
- g. Cancellation - If there is a cancellation of any of the above coverages during the Contract Term the County must be provided notice. For the avoidance of any doubt, the Contractor is arranging to have any such notice of cancellation of any of the above coverages provided to the County by the applicable insurance carrier. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- h. Claims-Made Coverage – If the Contractor elects to cease maintaining any of the insurance coverages required above which are written on a 'claim made' policy form at any point within 3 years after the effective date of this Agreement's termination or expiration, then the Contractor must obtain an extended reporting endorsement on any such applicable insurance coverage which it is electing to no longer maintain.
- i. Contract Identification - All insurance certificates must state this Contract's number and title.

Upon the County's request, 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 audited financial 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 self-insured retention and may require a lower self-insured; that funds equal to the self-insured retention be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the self-insured retention 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's insurance shall be the primary non-contributory insurance for any claims arising directly from, or relating directly to Section 20, Indemnification and Section 21, Intellectual Property Indemnification, acts or omissions deemed to have been caused by the Contractor's contributory or comparative fault.

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof.

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

45. COUNTERPARTS

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY VIRGINIA

YARDI SYSTEMS, INC.

AUTHORIZED
SIGNATURE: Sharon Lewis

AUTHORIZED
SIGNATURE: 

NAME: SHARON T. LEWIS
TITLE: PURCHASING DIVISION CHIEF
DATE: 06/18/19

NAME: Michael Ramasecko
TITLE: Director
DATE: 6/18/19

ATTACHMENT A

SAAS SUBSCRIPTION AGREEMENT

Yardi has developed certain application software for use by its clients in the real property and asset management industry. Yardi application software is available only in the Yardi Cloud [defined in section 1 (Definitions), below]. Client desires to access the Yardi Cloud to use such Yardi software pursuant to this Agreement's terms.

1. Definitions.

a. **"Anniversary Date"** means the date that is 365 days after the Initiation Date, and each anniversary thereafter of the date that is 365 days after the Initiation Date, during this Agreement's Term.

b. **"Business Purposes"** means accessing the Yardi Cloud to use the Licensed Programs and Yardi Cloud Services for Client's property management and accounting, and related business purposes.

c. **"Client Data"** means the data that Designated Users transmit and/or enter into the database provided as part of the Yardi Cloud in connection with their Use of the Licensed Programs pursuant to this Agreement.

d. **"Contractor"** means a contractor who: (i) has an Independent Consultant Network License Agreement with Yardi; and (ii) is a current member in good standing of Yardi's Independent Consultant Network.

e. **"Deliverable"** means any deliverable or intellectual property delivered to Client as part of Programming Services [defined in section 13 (Programming Services)] or other services provided pursuant to this Agreement.

f. **"Designated User"** or "DU" means a Client employee or Contractor designated by Client to access the Yardi Cloud and Use the Yardi Cloud Services and Licensed Programs for Business Purposes.

g. **"Effective Date"** means the date of the last party signature on this Agreement.

h. **"Fees"** means the fees identified in Schedule A (Fee Schedule), and any other fees that may become due under this Agreement.

i. **"Information Security Program"** means Yardi's technological, physical, administrative and procedural safeguards, including without limitation, policies, procedures, guidelines, practices, standards or controls that are reasonably designed to protect against unauthorized third party access to Client Data or Client Data transmissions.

j. **"Initiation Date"** means the first day of the month following the date that is 2 weeks from the Effective Date.

k. **"Licensed Programs"** means the software program(s) identified in Schedule A (Fee Schedule).

l. **"Licensed Programs Documentation"** means the user manuals and documentation for the Licensed Programs.

m. **"Password"** means the unique user name and password assigned by Client to each Designated User as more fully described in section 6 (Users and Passwords).

n. **"POC(s)"** means the person(s) Client identifies to Yardi as point(s) of contact for application support services and other account management purposes.

o. **"Use"** means authorized access to the licensed software in the Yardi Cloud and use of the Licensed Programs and Licensed Programs Documentation by Designated Users solely for Business Purposes.

p. **"Yardi Cloud"** means the hardware, software, storage, firewalls, intrusion detection devices, load balancing units, switches and other hardware that make up the Yardi Cloud.

q. **"Yardi Cloud Services"** means installation, maintenance and service of the hardware and software comprising the Yardi Cloud.

2. License Grant; Restrictions; Access to Yardi Cloud.

a. **Licenses.** Yardi grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to: (i) access the Yardi Cloud and Use the Licensed Programs and Yardi Cloud Services solely for Business Purposes; and (ii) access the Licensed Programs Documentation and other content on Yardi's Client Central website solely for Business Purposes and subject to the terms of use then presented on Client Central.

b. **Restrictions.** Client may only exercise the license granted in section 2(a) (Licenses) through its Designated Users. Client may not rent, lease, sell, transfer (by sublicense, assignment or otherwise except as expressly provided by this Agreement), time share, modify, reproduce, copy, make derivative works from, distribute, publish, use to provide service bureau services, or publicly display the Licensed Programs. Client may only Use the Licensed Programs for Business Purposes. Client may not reverse engineer, decompile or otherwise attempt to discover the source code for the Licensed Programs. Client may not permit any person or entity to breach the restrictions in this section 2(b) (Restrictions). Client may not copy or re-create the Licensed Programs or its objects without Yardi's prior express written consent. Client agrees that the Licensed Programs must remain at all times in the Yardi Cloud, and may not be removed or copied to any other location at any time. Client acknowledges and agrees that Client may not perform scans or electronic testing of any kind on the Yardi Cloud, Licensed Programs, Yardi's corporate networks, and Yardi's corporate servers including, without limitation, vulnerability scanning or testing, penetration scanning or testing or any other type of scanning or testing of the Yardi Cloud, Licensed Programs, Yardi's corporate networks, and Yardi's corporate servers.

c. **Access to the Yardi Cloud.** Yardi will use commercially reasonable efforts to make the Yardi Cloud and the Licensed Programs accessible to Designated Users 24-hours per day, 7 days per week, excluding down time for maintenance and repair. Yardi has standing maintenance/repair/backup hours from 11:00 pm (local time at the data center) each day to 1:00 am (local time at the data center) each succeeding day, and an additional 2 hours for the maintenance/repair/backup hours beginning at 11:00 pm (local time at the data center) each Saturday night [i.e., the Saturday-night-to-Sunday-morning standing maintenance/repair/backup hours extend an extra 2 hours until 3:00 am (local time at the data center) each succeeding Sunday]. Yardi will use commercially reasonable efforts to provide as much notice to Client as reasonably

possible under the circumstances for emergency maintenance/repair downtime outside the aforementioned standing hours.

3. Term and Termination.

a. **Survival.** The parties' obligations under, and the provisions of, sections 4 (License Fees), 8(b) (Limited Liability for Unauthorized Client Data Access), 9 (Confidentiality), 10 (Warranties), 11 (Damage Limitations), 14 (Assignment) and 16 (General Provisions) shall survive this Agreement's termination or expiration.

4. License Fees.

a. **Fees.** Client agrees to pay Yardi the Fees in accordance with Schedule A (Fee Schedule).

b. **Taxes.** The Fees are exclusive of any tariff, duty, or tax, however designated, levied, or based including, without limitation, any taxes based on: (i) this Agreement; (ii) the Licensed Programs, Yardi Cloud, Yardi Cloud Services, or Deliverables; (iii) Client's Use of the Yardi Cloud, Yardi Cloud Services, or Licensed Programs; (iv) the Licensed Programs Documentation; or (v) any materials or supplies furnished by Yardi per this Agreement. Client is responsible for all applicable tariffs, duties or taxes (exclusive of taxes based on Yardi's net income) applicable to this Agreement.

5. Implementation and Training.

a. **Third Party Software and Hardware Requirements.** Client is solely responsible for purchasing, installing and maintaining, at Client's expense, any third party software and hardware necessary for Designated Users to access the Yardi Cloud and Use the Licensed Programs and Yardi Cloud Services. Yardi shall not be liable for any such third party software or hardware, and Client acknowledges and agrees that any assistance provided by Yardi in connection with such third party software and hardware shall not alter Client's responsibility or Yardi's liability disclaimer under this section 5(a) (Third Party Software & Hardware Requirements).

b. **Location.** Implementation and training services may (at Client's election) take place at a location specified by Client or via telecommunications. Yardi will bill Client for initial implementation/training services as indicated in Schedule A (Fee Schedule). Client may request additional on-site implementation/training services [i.e., in addition to the on-site implementation/training services set forth in Schedule A (Fee Schedule)] at any time and Yardi will make commercially reasonable efforts to timely accommodate Client's request. Additional on-site implementation/training services are subject to the parties' mutual agreement on: (i) the schedule for performance of the additional services; and (ii) Yardi's Fees for the additional services. Client acknowledges and agrees that no recording of any sort (whether audio, visual, or otherwise) of Yardi Implementation/Training services is allowed under this Agreement or otherwise.

c. **On-Sites.** Client acknowledges that in-person implementation/training service visits at a Client location require a minimum visit of 8 hours per visit. Client agrees to pay all reasonable expenses associated with on-site visits including, but not limited to, travel to and from the site, lodging, meals, etc. Client acknowledges that training services for more than 12 Client trainees require Client to pay for 1 additional Yardi trainer for each 12 Client trainees in excess of 12. Client agrees that Client must pay for any implementation/training services cancelled less than 10 business days prior to their scheduled date.

d. **Data Conversion.** Yardi will bill Client for electronic data conversion services, if initially ordered, at the rate stated in Schedule A (Fee Schedule). Absent an agreement to the contrary, Client shall otherwise be solely responsible for data conversion, data preparation, data entry and data verification, and any post-conver-

sion clean-up. Additional Yardi data conversion services [i.e., in addition to any initial data conversion services set forth in Schedule A (Fee Schedule)] are subject to the parties' mutual agreement on: (i) the schedule for performance of the additional services; and (ii) Yardi's Fees for the additional services.

e. **Testing.** Client shall have 90 days commencing upon the Effective Date (the "Testing Period") to test the Licensed Programs, Yardi Cloud and Yardi Cloud Services. At any time during the Testing Period, Client may elect to cease Use of the Licensed Programs, Yardi Cloud and Yardi Cloud Services and cancel this Agreement, in which event Yardi will refund to Client all amounts paid by Client to Yardi pursuant to this Agreement less reasonable amounts [determined by reference to the Fees/rates indicated in Schedule A (Fee Schedule)] for initial set-up, implementation, training and support of the Licensed Programs, Yardi Cloud and Yardi Cloud Services provided prior to Client's notice of cancellation pursuant to this section 5(e) (Testing).

6. Users and Passwords.

a. **Designated Users.** Client agrees that its exercise of the license granted by this Agreement shall only be through its Designated Users. Client's license to access and Use the Yardi Cloud and Licensed Programs is limited as provided in Schedule A (Fee Schedule). Each Designated User must have a unique Password.

b. **Password Assignment.** Client's application support POC(s) will be Designated Users, will designate the other Designated Users, and will provide each other Designated User with a Password. Each Password shall be personal and unique to the applicable Designated User, and may not be used by anyone other than such Designated User. Each Password may only be used from 1 computer at any given time. Client shall be responsible for maintaining Designated User Password security.

c. **Client Obligations with Respect to Designated Users.** Client shall inform each Designated User of this Agreement's terms and restrictions and shall enforce such restrictions. Client agrees to notify Yardi if Client becomes aware of any failure of a Designated User to adhere to the license terms and restrictions in this Agreement.

7. Application Support & Upgrades.

a. **Application Support Service.** Yardi will provide application support and upgrades for the Licensed Programs as set forth in this section 7 (Application Support & Upgrades).

b. **Client Contacts.** Client agrees to appoint application support POC(s). Client may change the application support POC(s) upon advance written notice to Yardi. Yardi shall have no obligation to contact, or communicate with, anyone regarding application support and maintenance issues except Client's application support POC(s). Client acknowledges that it is Client's responsibility to keep Client's application support POC(s) current, and to notify Yardi of any changes.

c. **Yardi Contacts.** During initial implementation, Yardi shall appoint an account manager to Client's account. After initial implementation, Yardi will either assign Client to an account manager or an application support team. Yardi may change the identity of individual account managers from time to time upon notice to Client. Client's application support records relating to Client will be available to Yardi's entire application support team at all times.

d. **Application Support Services.** Yardi shall provide application support for the Licensed Programs through its account managers and technical staff to Client's application support POC(s). Application support does not include on-site installation, implementation, training, or testing of the Licensed Programs, nor does it in-

clude data conversion. Those services, if initially ordered, are specified in Schedule A (Fee Schedule). Yardi's application support service team will use commercially reasonable efforts to address and solve Client's issues but cannot guarantee satisfaction in every case.

e. **Total Hours Included.** Client's annual application support allotment is specified in Schedule B.

f. **Application Support Hours.** Yardi's application support hours are from 6:00 am to 5:00 pm (Pacific Time) Monday through Friday (excluding holidays).

g. **Priority.**

(i) Yardi shall have the right to prioritize application support requests according to the application support issue's impact on Client. Yardi will prioritize application support requests in the following order:

Priority 1: Business halted (total inability to perform normal operation)

- Client will submit support requests by telephone to Yardi's application support number.
- Response as rapid as reasonably feasible – generally within 2 business hours.

Priority 2: Business impacted (severe restriction of Client's Use of the Licensed Programs – a potentially critical problem)

- Client will submit support requests by telephone to Yardi's application support number.
- Prompt response subject only to delays for priority 1 issues, generally within 4 business hours.

Priority 3: Non-critical service requests (any issue that is not a Priority 1 or Priority 2 issue)

- Client will submit support request by telecommunications to Yardi application support.
- Response subject to delays for priority 1 and 2 issues, generally within 1 business day.

(ii) Yardi will work on Priority 1 and 2 issues with continuous focus, and with Client's cooperation, through resolution.

h. **Standard Term.** Application support services are subject to this Agreement's terms and timely payment of all Undisputed Fees. Yardi may suspend application support services if Client fails to timely make any Undisputed Fee payment.

i. **Obsolescence.** Yardi reserves the right to cease providing application support services for the Licensed Programs on the later of: (i) 3 years from the date on which Yardi ceases to license the Licensed Programs; or (ii) 5 years from the Effective Date. Yardi agrees to notify Client if and when Yardi will cease application support services in accord with this section 7(i) (Obsolescence).

8. **Client Data.**

a. **Client Data Storage.** Subject to Force Majeure Events, Yardi agrees to store Client Data on a virtual database server in the Yardi Cloud.

b. **Limited Liability for Unauthorized Client Data Access.** Yardi agrees to: (i) use firewalls and other technology generally used in the trade to prevent unauthorized third party access to its computer systems storing Client Data; (ii) use encryption technology generally used in the trade to prevent unauthorized third party access to Client Data transmissions; and (iii) maintain a commercially reasonable Information Security Program which is not materially less rigorous than Yardi's currently implemented practices described by Yardi's current Statement on Standards for Attestation

Engagements No. 16 (SSAE 16) audit report. Notwithstanding the foregoing, Yardi shall not be liable to Client in the event that: (A) its use of firewalls and other technology generally used in the trade fails to prevent unauthorized third party access to Client Data; (B) its use of encryption technology generally used in the trade fails to prevent unauthorized third party access to Client Data transmissions, or (C) it maintains a commercially reasonable Information Security Program. Nothing in this section 8(b) (Limited Liability for Unauthorized Client Data Access) shall constitute a representation or warranty by Yardi that Client Data storage or transmission will be inaccessible to unauthorized third parties.

c. **Notification of Unauthorized Third Party Access to Client Data.** Yardi shall notify Client of any unauthorized third party access to Client Data or other security breach as soon as practicable after Yardi becomes aware of it. Immediately following Yardi's notification to Client of a security breach, the parties shall coordinate with each other to investigate the security breach. Yardi agrees to cooperate with Client including, without limitation: (A) assisting with any investigation; (B) providing Client with physical access to the facilities and operations affected; (C) facilitating interviews with Yardi's employees and others involved in the matter; and (D) making available relevant records, logs, files, data reporting and other Yardi materials reasonably required to comply with applicable law, regulation, industry standards or as otherwise reasonably required by Client. Each party shall take steps reasonably designed to immediately remedy any security breach and prevent any further security breach at such party's expense and in accordance with privacy rights, laws, regulations and standards directly applicable to such party.

9. **Confidentiality.**

a. **Confidential Information Definition.** "Confidential Information" means all technical and non-technical information including: (i) Client Data; (ii) patent, copyright, trade secret, and other proprietary information; (iii) inventions, know-how, processes, or algorithms; (iv) software programs, software source documents, object code, source code, database dictionaries, network diagrams, UML diagrams, Licensed Programs, Licensed Programs Documentation, Licensed Programs schema, Licensed Programs functions, Licensed Programs user interface screens, SSIS, data warehouse schema, cube specifications and configuration, the reports generated by the Licensed Programs, Yardi Cloud specifications and configuration, Yardi Cloud hardware specifications and configuration, and Yardi Cloud Services; (v) development, design details and specifications; (vi) a party's financial information; (vii) customer lists, business forecasts, sales and marketing plans and information; (viii) SSAE18 audit reports and PCI DSS attestations of compliance and any information related to SSAE18 audit reports and/or PCI DSS attestations of compliance; (ix) this Agreement's terms; and (x) any other information disclosed by a party, or to which a party is exposed because of this Agreement, that the disclosing party identifies as confidential at the time of disclosure or which – by its nature – reasonably should be regarded as confidential.

b. **Nondisclosure and Nonuse Obligations.** Each party (the "Receiving Party") agrees that it will not disseminate, distribute, expose, or in any way disclose any Confidential Information of the other party (the "Disclosing Party") to any third party. The Receiving Party may use the Disclosing Party's Confidential Information to the extent necessary to perform its obligations under this Agreement. The Receiving Party's employees and Contractors may use Confidential Information only for the specific business purpose for which it was made available and not for any other purpose. The Receiving Party's employees and Contractors may not use Confidential Information in any way that may compete with Disclosing Party. The Receiving Party may not disclose Confidential Information to its employees and Contractors for the purpose of enabling any such employees or Contractors to service, maintain, or

modify the Licensed Programs. The Receiving Party agrees that it will treat all Confidential Information with the same degree of care as the Receiving Party accords its own Confidential Information, but in no event less than reasonable care. The Receiving Party agrees that it shall disclose Confidential Information only to those of its employees and Contractors who need to know such information, and the Receiving Party certifies that such employees and Contractors have previously agreed to be bound by confidentiality obligations that are substantially similar to terms and conditions applicable to the Receiving Party under this Agreement. The Receiving Party shall immediately give notice to the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. The Receiving Party agrees to assist the Disclosing Party in remedying any such unauthorized use or disclosure of Disclosing Party's Confidential Information.

c. Exclusions from Nondisclosure and Nonuse Obligations. The Receiving Party's obligations per section 9(b) (Nondisclosure and Nonuse Obligations) shall not apply to Confidential Information that the Receiving Party can document: (i) was (through no fault of the Receiving Party) in the public domain at or subsequent to the time the Disclosing Party disclosed the information to the Receiving Party; (ii) was rightfully in the Receiving Party's possession free of any confidentiality obligation at or subsequent to the time the Disclosing Party disclosed it to the Receiving Party; or (iii) was developed by the Receiving Party's employees or agents independent of, and without reference to, any information communicated to the Receiving Party by the Disclosing Party. A Confidential Information disclosure by the Receiving Party either: (A) in response to an enforceable order by a court or other governmental body; (B) as otherwise required by law; or (C) necessary to establish the rights of either party under this Agreement in a court or other proceeding, shall not be a breach of this Agreement by the Receiving Party or a waiver of confidentiality for other purposes; provided, however, the Receiving Party shall provide sufficient prior written notice (viewed in light of the circumstances) of any such Confidential Information disclosure to the Disclosing Party (to the extent allowed by applicable law) to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure.

d. Ownership and Return of Confidential Information. The Disclosing Party's Confidential Information is and shall remain the Disclosing Party's property, and this Agreement does not grant or imply any license or other rights to the Disclosing Party's Confidential Information except as expressly set forth in this Agreement. Within 5 business days after the Disclosing Party's request, the Receiving Party will promptly either (at the Disclosing Party's election) destroy or deliver to the Disclosing Party all Confidential Information furnished to the Receiving Party, and the Receiving Party agrees to provide a written officer's certification of the Receiving Party's compliance with the foregoing obligation.

e. Third Party Information Disclosure. The Disclosing Party shall not communicate any information to the Receiving Party in violation of the proprietary rights of any third party.

10. Warranties.

a. Limited Software Warranty. Yardi warrants that the Licensed Programs will perform substantially as specified in the Licensed Programs Documentation. Yardi does not warrant that the Licensed Programs will meet Client's requirements and expectations.

b. Remedy for Limited Software Warranty Breach. If Yardi breaches the warranty set forth in section 10(a) (Limited Software Warranty), Yardi agrees to use commercially reasonable efforts to modify the Licensed Programs so that the Licensed Programs conform to that warranty. If such modification is not commercially reasonable, then Yardi will notify Client and Client may terminate this Agreement. In the event Client terminates this Agreement per this

section 10(b) (Remedy for Limited Software Warranty Breach), Yardi will refund to Client, on a pro-rata basis, the annual Fees paid by Client to Yardi within the year prior to the effective date of Client's termination. THE FOREGOING REMEDY IS CLIENT'S SOLE REMEDY IN THE EVENT OF A BREACH OF THE WARRANTY SET FORTH IN SECTION 10(a) (Limited Software Warranty).

c. Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, YARDI DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES WITH REGARD TO THE LICENSED PROGRAMS INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

d. Internet Performance Disclaimer. Yardi does not and cannot control the flow of data via the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt the internet. Yardi will use commercially reasonable efforts to remedy and avoid such events, but cannot guarantee that such events will not occur. Accordingly, Yardi disclaims any liability resulting from or relating to such events.

11. Damage Limitations.

a. Damage Waiver. REGARDLESS OF ANY OTHER PROVISION IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YARDI DISCLAIMS ALL OBLIGATIONS AND LIABILITIES FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES (EVEN IF YARDI HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

b. Liability Limit. IN ADDITION TO THE LIMITATIONS OTHERWISE SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CLIENT AGREES THAT IN THE EVENT OF ANY CLAIM OR CAUSE OF ACTION BY CLIENT ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT, YARDI'S MAXIMUM LIABILITY TO CLIENT, REGARDLESS OF THE AMOUNT OF LOSS CLIENT MAY HAVE SUFFERED, SHALL NOT EXCEED TWO TIMES THE FEES PAID BY CLIENT TO YARDI PURSUANT TO THIS AGREEMENT WITHIN THE YEAR PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. THE LIABILITY LIMIT IN THIS SECTION 11(B) SHALL NOT APPLY TO YARDI'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATION, CLAIMS OF PERSONAL INJURY OR DEATH, OR DAMAGES RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

12. Ownership.

a. Yardi's Ownership. Client agrees that, as between Yardi and Client, Yardi is and shall remain the sole and exclusive owner of all right, title and interest in and to the Licensed Programs, Deliverables, Yardi Cloud, Yardi Cloud Services, and Licensed Programs Documentation, and to all intellectual property rights in the foregoing. The only rights Client obtains in the Licensed Programs, Deliverables, Yardi Cloud, Yardi Cloud Services, and Licensed Programs Documentation are the licenses expressly granted to Client in this Agreement.

b. Client's Ownership. Yardi agrees that, as between Yardi and Client, Client is and shall remain the sole and exclusive owner of all right, title and interest in and to Client Data.

13. Programming Services.

a. Programming Services. Yardi provides programming services including, without limitation, database customizations, user

interface customizations, database reports, database scripts and other programming services (collectively, "Programming Services").

b. **Programming Services Terms.** The Fees for Programming Services, if initially ordered, are set forth in Schedule A (Fee Schedule). Client will otherwise initiate Programming Service requests by providing written notice of the desired services to Yardi, and Yardi will advise Client of Yardi's availability and schedule for performing the Programming Services. Programming Services are subject to Client's written acceptance of: (i) Yardi's schedule for meeting Client's Programming Service request; and (ii) Yardi's Fees for such Programming Services.

c. **Deliverables License.** Subject to Client's full payment of all Undisputed Fees related to Programming Services, Yardi grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to Use the Deliverables in connection with their Use of the Licensed Programs, Yardi Cloud and Yardi Cloud Services.

14. **Assignment.**

a. **Assignment Limitation.** Client shall not (either directly or indirectly) assign, sell, convey, pledge, or otherwise transfer this Agreement without first obtaining Yardi's express written consent, which Yardi shall not unreasonably withhold.

15. **Outsourcing.**

a. **Server Location.** Yardi reserves the right to locate the virtual servers and other equipment needed to provide the Yardi Cloud either at its facilities or at the facilities of independent service providers. Yardi may change the location of the virtual servers and other equipment needed to provide the Yardi Cloud at any time during this Agreement's Term; provided that any such change of location shall not affect Yardi's obligations under this Agreement and shall not interrupt Client's access to the Yardi Cloud, Client Data, and Licensed Programs.

b. **Subcontractors.** Yardi shall not delegate or subcontract, in whole or in part, its obligations under this Agreement without the prior written consent of Client which shall not be unreasonably withheld; provided, however, that the independent service providers from which Yardi leases space to locate the servers and equipment needed to provide the Yardi Cloud, as described in section 15(a) (Server Location), are not subcontractors for purposes of this section 15(b) (Subcontractors).

16. **General Provisions.**

a. **Injunctive Relief.**

(i) **Yardi Injunctive Relief.** The parties acknowledge and agree that, if Client breaches any of its obligations under sections 2(a) (Licenses), 2(b) (Restrictions), 9 (Confidentiality) or 14 (Assignment), Yardi might incur irreparable harm and damage that might not be fully compensated with monetary damages. Accordingly, if Client breaches any provision of sections 2(a) (Licenses), 2(b) (Restrictions), 9 (Confidentiality), or 14 (Assignment) Yardi may seek specific performance of Client's obligations under those sections and injunctive relief against any further violations of those sections.

(ii) **Client Injunctive Relief.** The parties acknowledge and agree that, if Yardi breaches any of its obligations under section 9 (Confidentiality) Client might incur irreparable harm and damage

that might not be fully compensated with monetary damages. Accordingly, if Yardi breaches any provision of section 9 (Confidentiality) Client may seek specific performance of Yardi's obligations under that section and injunctive relief against any further violations of that section.

b. **Data Use.** Yardi may aggregate, compile, and use Client Data in order to improve, develop or enhance the Licensed Programs and/or other services offered, or to be offered, by Yardi; provided that no Client Data is identifiable as originating from, or can be traced back to, Client or a Client customer, tenant or resident in such aggregated form.

c. **Non-Solicit/Non-Hire.** The parties agree not to solicit (other than a general solicitation to the public) the employment of, engage as an independent contractor, or hire, any employee of the other party while such person is an employee of the other party and until such person has not been an employee of the other party for 6 months.

d. **Right to Audit and Compliance.** In accordance with Yardi's obligations to credit bureaus, credit reporting agencies, and including Yardi's obligation to help prevent and detect potentially fraudulent and/or suspicious activity, Client acknowledges and agrees that Yardi may conduct random as well as regular monitoring of users' access to and use of the Yardi Cloud and Licensed Programs as they relate to this Agreement in order to validate that users are accessing and using the Yardi Cloud and Licensed Programs for legitimate purposes and in accord this Agreement. Additionally, pursuant to any obligations Yardi has, or may have, under any laws or regulations concerning the prevention of identity theft, financial fraud, money laundering, terrorist financing, etc., Client agrees to comply with any standard Yardi "know-your-client" requirements, processes, and/or procedures.

ARLINGTON COUNTY DEPT OF HUMAN SERVICES ("Client")

By: Sharon Lewis
Date: 06/18/19
Print Name: Sharon Lewis
Title: Purchasing Agent

YARDI SYSTEMS, INC. ("Yardi")

By: [Signature]
Date: 6/18/19
Print Name: Michael Romanenko
Title: Director

Rev. 040116

SCHEDULE A

Fee Schedule

Yardi Pin #: 100052049

Yardi Order #: 156746

Voyager SaaS Select Annual Fees

License	Unit of Measure (UOM)	Count	\$/UOM	\$/UOM Concession	Net \$/UOM	Annual Fee
Voyager PHA Property Management	Unit	3,200	\$20.00	(\$8.00)	\$12.00	\$38,400.00
RENTCafé PHA Applicant Portal	each	1	\$7,500.00	\$0.00	\$7,500.00	\$7,500.00
RENTCafé PHA Compliance Exchange	each	1	\$10,000.00	\$0.00	\$10,000.00	\$10,000.00
RENTCafé PHA Landlord Portal	each	1	\$10,000.00	\$0.00	\$10,000.00	\$10,000.00
RENTCafé PHA Online Applications Portal	each	1	\$7,500.00	\$0.00	\$7,500.00	\$7,500.00
RENTCafé PHA Resident Portal	each	1	\$10,000.00	\$0.00	\$10,000.00	\$10,000.00
Total						\$83,400.00

One-Time Fees

Service	UOM	Count	\$/UOM	\$/UOM Concession	Net \$/UOM	One-Time Fee
PSG Full-Service Implementation/Training	estimate	1	\$57,202.00	\$0.00	\$57,202.00	billed in arrears
Additional Support Hours	hour	100	\$120.00	(\$120.00)	\$0.00	\$0.00
Additional Support Hours	hour	125	\$120.00	\$0.00	\$120.00	\$15,000.00
Conversion Services: PHA Conversion	each	1	\$5,000.00	\$0.00	\$5,000.00	\$5,000.00
Custom Programming	each	1	\$60,000.00	\$0.00	\$60,000.00	\$60,000.00
Total						\$80,000.00

One-Time Concessions

Concession	Concession
Total Strategic One-Time Concession toward Voyager SaaS Select Annual Fees	(\$11,275.00)

Total Fees Due

Annual Fee	\$83,400.00
One-Time Fee	\$80,000.00
One-Time Concession	(\$11,275.00)
Sub-Total	\$152,125.00
Sales Tax	as applicable
Total Due	\$152,125.00

Additional Terms

- PAYMENT TERMS (excluding applicable taxes):** \$26,781.25 payable upon execution of this Agreement; \$47,312.50 due on or before November 30, 2019 (contingent upon completion of Conference Room Pilot and Client access to above-licensed RENTCafé PHA Portals); \$78,031.25 due on or before February 29, 2020 (contingent upon live operation of Voyager HCV).
- PSG Fees:** Yardi shall separately invoice Client for services identified in the PSG Scope schedule, and any reasonable expenses incurred in providing the services, monthly in arrears, and Client shall pay such invoices within 30 days of the invoice date.
- Client may request future paperwork to increase/decrease the licensed Unit count by a minimum of 25 Units. Client may access Yardi Client Central to increase/decrease the licensed Unit count online without a minimum.
- Upon execution of this Agreement, Yardi shall provide to Client a strategic one-time concession in the amount of \$11,275.00 that will be applied toward Fees due per this new Agreement. However, in the event Client returns RENTCafé PHA products during year 1 of this Agreement, Yardi shall provide to Client a credit (prorated for the period of unused months) for those removals that shall be reduced by the prorated amount of the strategic one-time concession (also prorated for the period of unused months).
- Additional terms are set forth in the following schedules to this Agreement:
B – Yardi SaaS Subscription Services and Governance Schedule
C – Additional Terms
D – PSG Scope
E – Required Client Contract Clauses
- Client's total Annual Fee and total Monthly Fee are subject to increase on each Anniversary Date; such increases shall not exceed the percentage increase in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): U.S. City Average for the preceding year.
- Yardi shall provide to Client Custom Programming services for up to \$60,000.00 as outlined in the above Fee Schedule.

SCHEDULE B

Yardi SaaS Subscription Services and Governance Schedule

Server Management

Yardi will provide server management for Yardi Cloud servers running the Licensed Programs per the following guidelines:

1. All Yardi Cloud servers are virtualized;
2. Yardi will allocate to Client the resources required to maintain and deliver the Licensed Programs in accord with the terms of paragraphs 2 (Data and File Management) and 4 (Licensed Programs Support and Governance of Use) below;
3. All production servers are configured for high availability with redundancy within the Yardi Cloud;
4. Non-production servers are not configured for high availability;
5. Yardi will provide the following managed services as they relate to the Yardi Cloud:
 - a. Installation, maintenance (Microsoft patches and upgrades) and licensing of Microsoft Operating System;
 - b. Installation, maintenance (Microsoft patches and upgrades) and licensing of Microsoft SQL Server;
 - c. Installation, maintenance (Yardi patches and upgrades) for the Licensed Programs;
 - d. Installation, maintenance (vendor patches and upgrades) and licensing of security and anti-virus software;
 - e. Installation, maintenance (vendor patches and upgrades) and licensing of monitoring software; and
6. Yardi reserves the right to upgrade the Yardi Cloud (both the physical and virtual aspects) upon notice to Client where, in Yardi's reasonable discretion, the upgrade is necessary to keep the Yardi Cloud secure and technically industry standard.

Data and File Management

Yardi will provide data and file management services per the following guidelines.

1. Yardi will provide Client one live and one test database for the Licensed Programs.
2. Yardi will provide up to 1TB of Combined Storage (defined below) at no additional charge. Client may purchase additional Combined Storage at Yardi's then-current prevailing rate at the time of Client's request. "Combined Storage" means:
 - a. Client Data file storage on file servers; and
 - b. Client Data storage held within database servers and utilized by the Licensed Programs.
3. Production database backup files will be maintained for 14 days on a server accessible by Client via secure transfer server from which Client may retrieve the database backups at any time; and
4. Production data will be replicated in near-real-time both locally within the production data center, as well as to a separate, off-site disaster recovery location.

Client Access

Yardi will allow Client access to the Yardi Cloud via the following methods.

1. Via Internet URL to access and operate the Licensed Programs.
2. Via remote access the following, depending on operating requirements:
 - a. The Licensed Programs' reports path for management of the Licensed Programs support files;
 - b. A database-level query tool;
 - c. Client-server-based system administration tools provided by Yardi.

Licensed Programs Support and Governance of Use

Yardi will provide consulting and technical support for the Licensed Programs per the following guidelines.

1. Implementation, consulting and support of the Licensed Programs and the Licensed Programs' deployed components, where applicable;
2. Yardi will periodically make available to Client (at no additional cost to Client) updates, upgrades and current versions of the Licensed Programs which will include corrections, enhancements, and/or improvements. Client reserves the right to refuse updates and upgrades of the Licensed Programs; provided, however, that Yardi reserves the right to cease application support services for versions of the Licensed Programs more than 2 years older than the latest version of the Licensed Programs generally released to Yardi's clients.

Annual Fees Include

Client's annual Fees include access to the Yardi Cloud, Licensed Programs, Licensed Programs updates/upgrades, and one application support hour per \$1,000.00 of Client's annual Fees. Clients installing Voyager for the first time shall receive 25 additional application support hours for the first year only (i.e., until Client's first Anniversary Date) at no additional charge. Yardi will debit all application support services (in ¼-hour increments with a ¼-hour minimum) against Client's above-noted application support allotment except when related to a Software Error. "Software Error" means a reproducible failure of the Licensed Programs to materially perform as specified in the Licensed Programs Documentation. Client acknowledges that data preparation and post conversion data clean-up is inherent in any data conversion, and such additional efforts associated with a Client data conversion – if performed by Yardi – will be debited against Client's application support service allotment. Notwithstanding the multi-year Term set forth in the Agreement, Client's annual Fees and included annual application support allotment apply for annual periods ending on each Anniversary Date, and shall not include unused application support time from prior annual periods. If Client needs additional application support hours at any time, Client may purchase additional hours at Yardi's then-current prevailing application support rate at the time Client needs the hours.

SCHEDULE C

Additional Terms

Product Terms:

1. **Voyager Property Management** includes Accounting, Property Management, Maintenance/Work Orders
 - a. **PHA Property Management** includes Inspections, Fixed Assets, Yardi Job Cost
2. **Walk-In Rent Collection/Rent Payment Services (WIPS™):**
 - a. Client acknowledges and agrees to pay all fees and other charges, including any statement, service, chargeback, application, rejection, return, reversal, refund, debit or other fee imposed by a processing institution, correspondent bank, merchant bank or other institution in connection with the authorization, processing and settlement of Client's Transactions.
 - b. Client acknowledges and agrees that it must do one of the following: (i) utilize a banking institution that is supported by Yardi; (ii) secure the agreement of Client's banking institution to work with Yardi in interfacing WIPS with Client's banking institution (in which case reasonable time will be necessary to complete the interface in light of the interface requirements); or (iii) sign-up for, and utilize, ProfitStars' banking institution processing services.
 - c. Client acknowledges and understands that CheckFreePay is a third party vendor and licensed money transmitter and is solely responsible for its network of agents (the "Agents"). Client further acknowledges and understands that among various other unrelated business transactions: (i) Agents accept cash-only rent payments from WIPS tenants in exchange for a nominal convenience fee (for purposes of this Agreement, each cash payment remitted by a tenant through WIPS, less the Agent's convenience fee, is referred to as a "Payment"); and (ii) Yardi does not collect rent directly from any tenant through WIPS and has no control over the Agents or CheckFreePay's Agent network.
 - d. Client acknowledges and understands that the tenant, not the Agent, determines how much rent to pay using WIPS. Because the Agent will accept whatever cash sum the tenant desires to pay and will charge a convenience fee each time a payment is made, the Payment(s) made by a tenant to the Agent may be less than, equal to, or greater than the total rent due. Accordingly, Client acknowledges and understands that the rent payment subsequently reflected in Voyager and ultimately credited to Client's account may be an under- or over-payment of the tenant's rent. Except to the extent such under- or over-payment is caused solely by Yardi's negligence or willful misconduct, Client expressly acknowledges and agrees that the payment of rent is a matter between Client and tenant and Client agrees to defend, indemnify and hold Yardi harmless from and against any third party (including tenant) claims relating to or arising out of the use of WIPS.
 - e. Typically, Voyager will reflect each Payment within 1 business day and each Payment will be credited to Client's designated account within 3 business days. Because delays may arise from time to time, these are targets and not guarantees; however, so long as Client has provided all necessary and correct Payment Processing information to enable Yardi to properly facilitate the routing of Payments from the Agent to the Client, Yardi has the appropriate guarantees from CheckFreePay that CheckFreePay will promptly and accurately deliver to Client all Payments made using WIPS.
 - f. Client expressly acknowledges and agrees to the following Office of Foreign Asset Control (OFAC) obligations:
 - (1) Client shall not use WIPS, or allow WIPS to be used, for any purpose other than the payment of rent and related charges by tenants who physically occupy the dwelling for which the rent payment or related charges apply.
 - (2) Client shall at all times comply with all OFAC requirements and fulfill all OFAC responsibilities that apply to Client concerning the administration and enforcement of economic and trade sanctions against targeted foreign states, organizations, and individuals, including providing any information to Yardi that is reasonably necessary for Yardi to fulfill its obligations under OFAC, if any.
 - (3) If at any time Client discovers or reasonably believes a tenant, employee or organization on the Specially Designated Nationals and Blocked Persons List, published from time to time by OFAC (the "OFAC List"), is using WIPS for any reason, Client shall immediately notify Yardi and cooperate fully with any subsequent investigation or request for information that may be required in connection with complying with OFAC requirements and all other applicable laws and regulations.
 - (4) Except to the extent an OFAC violation arises solely as a result of Yardi's gross negligence or willful misconduct, Client agrees to defend, indemnify and hold Yardi and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, penalties and other liabilities relating to or arising out of any acts or omissions by Client and its parent, subsidiaries, directors, officers, agents, representatives, tenants or employees that give rise to an OFAC violation.
 - g. **Terms Applicable If Client Uses Yardi's Master Merchant Account with WIPS Transactions.** If Client utilizes Yardi's Master Merchant Account with ProfitStars for WIPS Transactions, Client acknowledges and agrees that: (i) Client may only process tenant rent payment WIPS Transactions through Yardi's Master Merchant Account with ProfitStars; and (ii) Client agrees that Yardi may satisfy reimbursement for any fees and other charges, including any statement, service, chargeback, application, rejection, return, reversal, refund, debit or other fee imposed by a processing institution, correspondent bank, merchant bank or other institution in connection with the authorization, processing and settlement of Client's WIPS Transactions from subsequent deposits to the corresponding bank account.

Allotted DUs included with core products:

1. **Property Management** includes unlimited residential DUs

Conversion Details:

1. PHA Conversion: VisualHOMES database(s) for MTCS data file, tenant, vendor, owner, and waitlist information

Concession Details:

1. All annual concessions set forth in Schedule A (Fee Schedule) are contingent upon Client maintaining the license count set forth in Schedule A (Fee Schedule). If Client reduces the initial license count affecting annual license Fees by more than 10%, the concession shall be reduced in correlation to the annual license Fee reduction. For example, if Client reduces the annual license Fee by 50%, the annual concessions set forth in Schedule A (Fee Schedule) shall be reduced by 50%.

Other Terms:

1. Yardi licenses/services are sold separately unless otherwise stated.
2. Client acknowledges that additional licenses/services [i.e., in addition to those initially set forth in Schedule A (Fee Schedule)] require additional Fees at Client's then-current, cumulative, CPI-increased base rate (which base rate shall be annually CPI-increased upon invoicing approximately 60 days prior to each Anniversary Date) for the additional licenses/services at the time of Client's request. Subject to: (i) at least 5 business days' prior written notice from Client; (ii) Client's execution of an amendment to the Agreement; and (iii) payment of additional Fees, Yardi will increase Client's licensed maximum number of licenses.
3. Client acknowledges and agrees that ETL for 1 foreign database is included with the core system, and it is to be used solely for the purpose of onboarding property data into the Client's database and with any other Yardi product for which ETL is recommended for use by Yardi to enhance product function. The foreign database included is not to be used as an interfacing tool with external systems except when ETL services are purchased separately.
4. Yardi shall provide Client access to the VisualHOMES software through 4/20/2020 at no additional charge to Client, contingent upon Client's timely payment of the Fees outlined in Schedule A (Fee Schedule), section 1 (Payment Terms).

SCHEDULE D

PSG Scope

Attached Separately Paginated.

Arlington County Department of Human Services

Yardi Professional Service Scope of Work

Project: PHA, Residential, Inspections

Date: Tuesday, May 28, 2019

Version: 1.40

Author: Harvey Dickerson

Issued to: Arlington County Department of Human Services

Client Contact(s): Chris Green, County

Document History

Version:	1.20	Revision Date:	2/1/19
	1.30		3/20/19
	1.40		5/28/19

Arlington County Department of Human Services
Yardi Professional Service Scope of Work

Yardi Project Total	
Estimated Project Hours	302
Estimated Project Cost \$	57,202
Grand Total Project Estimated Cost \$	57,202

Arlington County Department of Human Services

Project Assumptions

Topic	Details
1 Project Timing	This scope of work assumes a 26-week project duration. If the duration increases or decreases, project management cost and effort may increase/decrease. Any changes in scope, schedule, or cost will be mutually agreed by both parties and processed via a signed amendment to the Agreement.
2 Project Staffing	The Yardi Project Team will consist of the following: one Project Director, one Project Manager, consultants, and any necessary development resources. The project will use a demand-oriented staffing approach where each team member will have varying levels of involvement, as shown in this scope of work.
3 Project Locations	Implementation and training activities will be conducted at the County's office and remotely, as determined by the project planning sessions. Once the project kickoff has occurred, the project team will jointly create a critical date schedule and project plan. The resource calendar produced during this stage will define which tasks will be completed on site vs. remotely. Certain project tasks require on-site meetings.
4 Project Management Approach	This project will be managed using Yardi's standardized, five-phase AIM project management approach outlined in this scope of work.
5 Yardi Products to Be Implemented	<p>This scoping estimate is for core general ledger and property management functionality and the modules listed below. The hours scoped are based on Yardi general best practices.</p> <ul style="list-style-type: none"> - Yardi Voyager Residential (property and financial management) - Yardi Voyager PHA (compliance and waitlist) - Yardi ACH for Accounts Payable - Yardi Inspection - Yardi Inspection Mobile - Yardi Ad Hoc Report Writer - Yardi Report Runner <p>The following add-on products will be implemented via phone support as described in the investment summary:</p> <ul style="list-style-type: none"> - RENTCafé PHA online application portal - RENTCafé PHA applicant portal - RENTCafé PHA tenant portal - RENTCafé PHA owner portal <p>Implementation services related to these products are NOT INCLUDED in this scope of work.</p>
6 Portfolio	<p>Conventional Housing:</p> <p>Subsidized Housing Program(s):</p> <ul style="list-style-type: none"> - Housing Choice Vouchers: 1,600 (approximately) - Low Income Public Housing: - Mod Rehab: - Mixed Finance (50059, Tax Credit, Rural Dev., etc.): - Project Based Rental Assistance: - Rental Assistance Demonstration: - Other (local housing and benefit programs): 1,600
7 Conversion Approach	<p>Our data conversion approach is detailed in Appendix B. Data Conversion.</p> <p>This scope of work includes oversight and coordination of the overall data conversion effort. Estimated Yardi costs for actual data conversion tasks are not scoped in this document and are included on Schedule A of the License Agreement.</p>
8 Business Requirement Review	Yardi resources will participate in the business requirements review sessions with all functional business units at the County. County resources will be responsible for documenting these sessions and finalizing the business requirements.
9 System Design	Yardi resources will participate in the system design sessions and help to guide the County on the overall design and configuration of Yardi Voyager. The County will be responsible for documenting the system design and the configuration of Yardi Voyager based on the design documentation.
10 Custom Documentation	Custom documentation is not scoped or priced in this plan.

Arlington County Department of Human Services

Project Assumptions

Topic	Details
11 Custom Solutions	The custom solutions listed in Appendix A are included in this scope of work. Professional Services time for scoping, testing, and delivering the solutions is included in this project budget. However, actual development time and costs for these items are not included in the Professional Service scope of work cost estimate and will be billed separately.
12 Staffing	Please refer to the projected staffing provided in the Voyager Implementation, Project Management, and Training exhibit that appears at the end of this document.
13 County Training Approach	<p>Training hours summarized below are based on the following assumptions:</p> <ul style="list-style-type: none"> - Training sessions are scoped as client-delivered end user training. - Training sessions with more than 12 participants will require additional Yardi trainers and/or training sessions, for an additional fee. - Training will be delivered in blocks of 2, 3, or 4 consecutive days. - End user training will require up to 2 hours per training day of instructor preparation.
Training and Testing Hours: <p>Core/Project Team 4 days (4 days X 8 hours) + 8 hours prep = 40 hours</p> <p>Pre-Pilot Test Training 3 days (3 days X 8 hours) + 6 hours prep = 30 hours</p> <p>Pilot Testing 4 days (4 days X 8 hours) + 8 hours prep = 40 hours</p> <p>End-User Training 16 days (16 days X 8 hours) + 32 hours prep = 160 hours</p>	
14 Billing	Yardi will collect and report time at Level 2 of the project plan. Level 2 tasks are those tasks noted in this scope of work. If additional billing detail is required, this increased administrative responsibility could increase the time needed for project management tasks.
15 General Assumption: Scope	The scope of services described in this scope of work is based on our understanding of your requirements and expectations at the date of this scope of work. Any targeted completion dates listed in this scope of work reflect our good-faith estimates of the expected timing of tasks, activities, deliverables, and completion dates. We are committed to and will use diligent efforts to complete the tasks and activities within the indicated time frames. Notwithstanding any other provisions of this scope of work, if we apply diligent efforts but are unable to meet the estimated dates, we will not be considered to have defaulted in our obligations as contained in this scope of work. Timely completion is important to us, and we will notify you promptly if we believe that delays could jeopardize the targeted completion dates.
16 General Assumption: Discovery	All hours scoped in this plan include all knowledge gained to date. Any further discovery showing further information (or effort) not covered in this scoping document may increase the cost of the implementation. Furthermore, any change in scope will require an amendment. Yardi will provide estimated timing and costs associated to this change in scope.
17 General Assumption: Fees	Our fees may be more or less than our estimate, and we will make every effort, consistent with our standards, to hold our fees to a minimum. Yardi will invoice the County for professional fees and reasonable expenses as services are incurred each month. If we should encounter unforeseen problems or changes in the project's scope that may cause our fees to exceed our estimates, we will bring them to your attention immediately, obtain your approval, and execute an amendment before we proceed.
18 General Assumption: Estimated Costs	The estimated cost for this project is \$57,201.82. These costs exclude any travel expenses for site visits.

Arlington County Department of Human Services

Project Notes

Topic		Details
Project Management		
1	Kickoff Meeting	22 hours have been scoped for one Yardi resource to prepare for and conduct an on-site kickoff meeting.
2	Project Plan	Jointly created by Yardi and the County; maintained by Yardi.
3	Weekly Project Meetings	This scope of work assumes that one Yardi participant will attend each weekly status meeting. More attendees or days will increase our estimate.
4	Project Team	The County will dedicate team members to work with the Yardi project management team in executing the implementation project plan. These individuals will spend 20% to 75% of their work week on project-related tasks over the course of the implementation initiative. The percentage of involvement throughout the project will vary depending on current tasks. The County will select IT, compliance, and accounting/finance resources to work with Yardi during the implementation so that they may become knowledgeable on the Yardi functionality.
5	Project Timelines	A project schedule and go-live dates will be established as an output of the kick-off meeting between the County and Yardi. A delay in approval of any custom solution listed in Appendix A will result in a modification of the go-live date or delivery of the customization after go-live.
Conference Room Pilot (CRP)		
6	Pilot Testing	This scope of work is based on 32 hours of pilot testing and 8 hours of instructor preparation for a total of 40 hours.
7	Pilot Test Plan	Yardi and the County will jointly create the pilot test plan. The County will create test scenarios with guidance from Yardi.
8	Data Validation	Yardi and the County will jointly create the validation plan. The County will conduct data validation; Yardi will assist with issue resolution.
Training/Support		
9	Training	Trainings conducted by Yardi with more than 12 attendees will require more than one Yardi trainer. The increase in trainers depends on the number of trainees, agenda, and duration, subject to mutual agreement by the parties.
10	Project Core Team Training	This scope of work is based on 32 hours of training and 8 hours of instructor preparation for core team members on relevant functionality for a total of 40 hours.
11	Pilot Training	This scope of work is based on 24 hours of pre-pilot test training and 6 hours of instructor preparation to educate the pilot team on test scripts and relevant functionality for a total of 30 hours.
12	End-User Training	This scope of work is based on 128 hours of end user training and 32 hours of instructor preparation on relevant Yardi functionality for a total of 160 hours.
13	Post Implementation Support	This scope of work is based on 132 hours of on-site, post go-live support with the goal of transitioning all post-go-live support management to Yardi Client Services.
14	Technical Training	Training on database schema, script creation and report creation is available and can be arranged; however, it is NOT INCLUDED in this scope.
Business Requirements and System Design		
15	Business Requirement Interviews	Yardi will conduct business requirement interviews; the County will assist with the preparation for the interviews and will provide access to the County business persons with related subject matter expertise. Notes will be taken by all participants and summarized/consolidated by Yardi. The County and Yardi project managers must sign off on meeting notes.

Arlington County Department of Human Services

Project Notes

Topic	Details
16 System Design Sessions	The estimate is based on a minimum of two (2) members from the County organization participating in each session. Notes will be taken by all participants and summarized/consolidated by Yardi. The County and Yardi project managers must sign off on meeting notes.
17 Chart of Accounts	The County will use a single, master Chart of Accounts for all properties and entities. Use of multiple Chart of Accounts is NOT INCLUDED in this scope.
18 Report Analysis	Yardi will provide the County with electronic (PDF) sample report documentation. Yardi will assist the County in a report comparison analysis to determine which standard Yardi reports match current County reports. Modifications and customizations of standard Yardi reports are NOT INCLUDED in this scope.
Documentation	
19 Policies and Procedures	The County will complete future-state documentation (policies and procedures, end user training manual, etc.) with organized discussions and input from Yardi. The County will supply existing policies and procedures for discussions throughout the project.
Environment	
20 SaaS Select Hosting	This estimate is based on a Yardi SaaS Select application environment.
21 Version	Yardi Voyager version 75 or higher.

Arlington County Department of Human Services

Project Deliverables

Deliverable	Description	Primary Responsibility
Project Scope & Planning		
1 Scope of Work	The final scope of work provided by Yardi PSG Business Development lists scope, estimates, assumptions, and project notes. The project plan deliverable evolves from this.	Yardi
2 Project Plan	Tasks, effort, and assigned responsibilities using our 5-phase methodology.	Yardi
3 Kickoff Meeting Agenda	Discussion topics and schedule for the kickoff meeting.	Yardi/County
4 Communication Plan	Defines channels of communication.	Yardi
5 Contact List	Contact information for all Project Team members.	County
6 Issue Tracking Log	Tool used to record issues, next steps and action items. Used daily to manage and resolve open items.	Yardi/County
7 Resource Calendar	Log of all Yardi project team members' availability schedules.	Yardi/County
8 Critical Dates Schedule	Calendar of milestones and deliverables.	Yardi
9 Pilot/Test Approach	High-level document to specify the objectives of the pilot testing. This will guide subsequent activities and tasks related to the testing of the system, i.e., test schedule, test scenarios, full test plan.	Yardi/County
10 Weekly Status Meeting Documents	Documents discussion points, action items and issues with project team each week.	Yardi/County
11 Steering Committee Documents	Documents discussion points, action items, achievements, successes and issues with the steering committee periodically.	Yardi/County
12 On-Site Agendas	Notification provided to project team of what will be worked on during the on-site.	Yardi
13 Meeting Notes/Daily Record of Events	Record of meeting (on-site, conf call, etc.) topics and results.	Yardi
Business Requirements		
14 Business Requirements	Scripted questions and responses for all in scope functionality and processes.	Yardi/County
15 Report Catalog and Comparison	Log of required reports to determine what the new Yardi report package will be and if any customization is required to meet reporting requirements.	Yardi/County
16 Core/Project Team Training Agenda	Topics and participants to be included in core team training. This training introduces the project team members to the system so that they can make educated design and process decisions.	Yardi
System Design		
17 Comprehensive Design Document	Documented design and configuration decisions; used to assist with setting up the system, leveraged for policies and procedures.	Yardi/County
18 Design Document - Security Matrix	Overview of how security will be set up.	Yardi/County
19 Coding Conventions	Defines the procedures for creating codes throughout the system.	County
20 Validation Approach	Explains the reports and procedures used to test specific sets of data.	County
21 Conversion Approach	Explains the conversion decisions made and the specifications for converting data.	Yardi/County
22 CRP (Pilot) Test Plan	Defines the testing objectives, participants and detailed test scenarios.	County

Arlington County Department of Human Services

Project Deliverables

Deliverable	Description	Primary Responsibility
System Creation		
23 CRP (Pilot) Training Agenda	Topics and participants to be included in pilot training. This training educates pilot team members so that they can execute test scripts effectively.	Yardi
24 CRP (Pilot) Results	Document used to understand the outcome of testing scenarios and comparison to the pass/fail criteria.	County
25 Validation Results	Tracks the outcome of each objective of the validation approach.	County
Delivery and Go-Live		
26 End User Training Agenda	Topics and participants to be included in end user training. This training fully educates all end users on Yardi functionality and processes supported by Yardi so that they can use the system according to the design. Yardi will provide basic system administration training for up to 2 individuals.	Yardi
27 Training Manual(s)	Modified Yardi manual(s) to include policy and procedures.	County
28 Data Mappings	Translations of Yardi data elements from legacy system to new setup.	County
29 Go Live Procedures	Change management tool to include mappings, support procedures, information to access policies and procedures, user manuals, Yardi Client Central, etc. to make the go-live transition smoothly.	County
30 Policies and Procedures	Yardi can supply a residential user guide and accounting procedure guide in Word (.doc) or PDF (.pdf) form to the County as a baseline for policies and procedures.	County
31 Signed Final Project Acceptance	Approval from the County that Yardi has met service commitments and the project is complete.	County

Arlington County Department of Human Services

Appendix A. Solution List

Objective	Description	Method	Equivalent
Functionality			
Custom Development	Local Housing & Benefits Programs (Includes training for system administrator on system configuration for the above solution.)	Fixed Price	0
Total			0
Interfaces			
Benefits Check File Export	Check file uploaded to bank (checks printed by bank)	Fixed Price	0.75
Benefits GL Export	Transaction export with GL for internal finance system (PRISM)	Fixed Price	
PBHG & Section 8 Check Export File	Payment file export (1 record per transaction) sent to PRISM	Fixed Price	
PBHG & Section 8 Check Import File	Check File Import with actual check numbers produced from PRISM	Fixed Price	
Total			0.75
Reports			
Custom Reports	Placeholder for custom reports to be defined during implementation		2.5
Total			2.5

An equivalent is estimated at 40 hours. Please see Project Assumptions - Item 11 - Custom Solutions for details.

Arlington County Dept of Human Services

Data Conversion Approach

Conversion Overview - PHA Database

Data will be converted from the County's source database using proprietary MTCS data conversion tools, Yardi's standard ETL conversion tool, and import spreadsheet templates with the oversight and coordination of Yardi's Professional Services Group (PSG). Manual entry (either in the ETL templates or in the system after conversion) may be required to supplement data that is currently not being stored in the source system.

Yardi will use Yardi ETL and spreadsheet import tools to upload basic tenant/participant data for the local housing and benefit programs. This scope of work does not include historical data, financial transactions, or document attachments. Forty-two hours are scoped in this scope of work for Yardi to assist the County with ETL configuration and any issue resolution.

Estimated Yardi costs for the actual data conversion tasks are not scoped in this plan and are included on Schedule A of the license agreement.

Conversion Cycles

A standard three-iteration PHA data conversion is recommended for this project. Test and pilot conversions are strongly recommended and should be performed and validated prior to the live or final data conversion. Yardi will provide standard reports to assist the County in analyzing data conversion results for 50058-related data conversions.

Conversion Tasks

The County will:

- Perform pre-conversion data cleanup and preparation
- Perform data extraction
- Map data according to Yardi Voyager design and ETL requirements
- Perform post-conversion processes/clean-up
- Complete data validation

Yardi will:

- Train the County on the use of the Yardi ETL conversion tool
- Assist with the creation of a data validation plan
- Import data
- Assist with issue resolution

Converted Data Elements

File Format

50058 Data

50058 Certifications (in Scope)	Twenty-four months of contiguous MTCS files (at least one full annual recertification 50058) per current participant for conversion. The MTCS data files provided by the County must be in the standard PIC file format.	MTCS File
---------------------------------	--	-----------

Portfolio Management Data

Tenants (in Scope)	Typically generated based on MTCS file. ETL can be used to import inactive tenants.	MTCS File
Tenant Supplemental (in Scope)	Includes tenant data not contained in an MTCS file. Examples: Phone Numbers, Move-in Date, etc.	Spreadsheet
Tenant Lease Charges (in Scope)	Lease charges for tenants with "current" status.	ETL
Tenant Memos (in Scope)	Includes historical notes for the tenant.	ETL
Properties (in Scope)	Includes properties with addresses.	ETL
Property Lists	Includes grouping of properties in to a common list.	ETL
Units (in Scope)	Typically generated based on MTCS file. ETL can be used to import additional units.	MTCS File

Converted Data Elements		File Format
Waiting List Data		
Applicants (in Scope)	Includes applicants on any current waiting list.	Spreadsheet
Applicant Preferences (in Scope)	Includes all preferences assigned to an applicant.	Spreadsheet
Applicant Waiting (in Scope)	Includes all waiting lists assigned to an applicant.	Spreadsheet
General Ledger		
Trial Balances	Seven years of trial balances will be converted.	ETL
Budgets	One year of budgets will be converted.	ETL
Banks	All banks.	ETL
Accounts Receivable		
Tenant Ledger (in Scope)	All outstanding (open) charges or credits	ETL
Security Deposits (in Scope)	Charges and receipts for current and future tenants will be imported as batch charges and batch receipts.	ETL
Prepayments (in Scope)	All tenant prepayments will be converted as batch receipts.	ETL
Accounts Payable		
Landlords/Vendors (in Scope)	All landlords and vendors.	Spreadsheet
Landlord/Vendor EFT Information (in Scope)	Includes EFT information for any landlord/vendor	Spreadsheet
Invoices	All outstanding (open) payables	ETL
1099 Balances (in Scope)	YTD payables for 1099 vendors	ETL
Setup		
Charge Codes	Includes standard charge codes.	ETL
User Groups	Defines Voyager user groups.	ETL
Users	Includes all Voyager users.	ETL
Other Modules		
Yardi Job Cost	Active jobs with summary transactions.	ETL
Active Job Cost Contracts	Active contracts.	ETL
Fixed Assets	Assets.	ETL
Purchase Orders	Open purchase orders.	ETL
Work Orders (in Scope)	Open work orders.	ETL
Inventory Items	All inventory items.	ETL
Inventory Locations	All inventory locations.	ETL
Inventory Quantity	All inventory quantities.	ETL

Arlington County Department of Human Services

Voyager Implementation, Project Management & Training

Tasks	Weeks	Hours/Week	Hours	Cost at \$200/Hour
Discovery and Project Management re: Cloud Migration	1	16	16	\$3,200.00
Business Process Review	1	24	24	\$4,800.00
System Design Sessions and Planning	1	24	24	\$4,800.00
Interfaces Design, Migration and Testing	1	24	24	\$4,800.00
Security Review, Design, Setup and Implementation	1	24	24	\$4,800.00
New Application Use (Design, Testing, Deployment)				
Yardi Maintenance Mobile		8	1	\$200.00
Yardi Inspection Mobile		8	1	\$200.00
Cloud Environment and Database Management (Testing, Pilot, Live)	1	24	24	\$4,800.00
End-To-End System Testing Support - Voyager 7S	1	24	24	\$4,800.00
Testing Follow-Up and Re-Testing Effort - Voyager 7S	1	24	24	\$4,800.00

Train-the-Trainer for up to 10 Staff

HCV - Waitlist and Intake	4	\$800.00
HCV - Occupancy, Certification and Resident Management	4	\$800.00
HCV - Landlord Accounting and Handling	4	\$800.00
HCV - Inspections and Mobile Inspections	8	\$1,600.00
HCV - Reporting and Other	4	\$800.00
Finance	4	\$800.00
System Administration	8	\$1,600.00
Training Database and Material Preparation	40	\$8,000.00
Go-Live Support	40	\$8,000.00
Totals	302	\$57,201.82

Sample Trip for Trip Cost Estimation

	3 On-Site Days	4 On-Site Days
Air	\$415.20	415.2
Hotel	\$537.00	\$724.95
Car	\$414.70	\$559.85
Per Diem	\$210.00	\$300.00
Airport Transportation/Parking	\$50.00	\$75.00
Total	\$1,626.90	\$2,075.00

Labor Allocations by Role

	Hours
Project Director	(No Charge)
Project Manager	40
Functional Consultant (Trainer)	238
Technical Consultant (for CPRs)	24
Totals	302