

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

CONTRACT AWARD COVERPAGE

TO: FAST Enterprise, LLC 7229 A. Alton Way Centennial, CO 80112	DATE ISSUED: CONTRACT NO: CONTRACT TITLE:	July 1, 2020 <hr/> 21-DTS-SLA-195 <hr/> Maintenance & Support Services for Assessment & Collection Enterprise System
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THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 21-DTS-SLA-195 including any attachments or amendments thereto.

EFFECTIVE DATE: July 1, 2020

EXPIRES: June 30, 2021

RENEWALS: THIS IS THE 1st YEAR AWARD NOTICE OF A POSSIBLE 5 YEAR CONTRACT.

COMMODITY CODE(S): 92045

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 21-DTS-SLA-195

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: James Harrison

VENDOR TEL. NO.:

(208) 433-9244

EMAIL ADDRESS: jgh@fastenterprises.com

COUNTY CONTACT: Elise Ostiguy, DTS, Enterprise Technology &
Application Services

COUNTY TEL. NO.:

(703) 228-3347

COUNTY CONTACT EMAIL: eostiguy@arlingtonva.us

PURCHASING DIVISION AUTHORIZATION

Sharon T. Lewis Title: Purchasing Agent Date: July 3, 2020

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

AGREEMENT NO. 21-DTS-SLA-195

THIS AGREEMENT is made, on July 1, 2020, between FAST Enterprises, LLC (“Contractor” or “FAST”) a New York Limited Liability Company, with an office location at 7229 South Alton Way, Centennial, CO 80112, that is 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
- Exhibit A – Scope of Work
- Exhibit B – Contract Pricing
- Exhibit C – County Nondisclosure and Data Security Agreement (Contractor)
- Exhibit D – County Nondisclosure and Data Security Agreement (Individual)
- Exhibit E – GenTax License Agreement, dated September 4, 2007
- Exhibit F – Lincoln-Parry Softescrow Inc. Multi-User Escrow Agreement

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 will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

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

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the “Work”). As detailed in the “Scope of Work” (Exhibit A), the primary purpose of the Work is to provide Maintenance and Support Services for the County’s Assessment and Collection Enterprise System (hereafter referred to as “ACE” or “ACE System”). It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. The Work will commence on July 1, 2020 and must be completed no later than June 30, 2021 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the prices set in Exhibit B – Contract Pricing for not more than four (4) additional 12-month periods, from July 1, 2021 to June 30, 2025 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

This is a fixed-price contract. The Contractor agrees that the total payment for the Work will not exceed the amount set in Exhibit B- Contract Pricing. The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until June 30, 2022 ("Price Adjustment Date") at which time the price adjustment shall be adjusted as per Exhibit B – Contract Pricing.

7. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

8. REIMBURSABLE EXPENSES

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

9. PAYMENT OF SUBCONTRACTORS

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

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

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

The Contractor must include in each of its subcontracts, 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.

10. ESCROW OF SOURCE CODE

The County agrees that the Software supplied under this Agreement shall be delivered to the County in object code form only. FAST will maintain the GenTax Software source code with an escrow agent and list the County as an authorized recipient of the source code in the event that FAST has not made suitable alternate arrangements for the continued maintenance of the Software and:

1. A receiver is appointed for FAST or for its property and assets;
2. Proceedings under bankruptcy or insolvency laws are commenced by or against FAST; or
3. FAST ceases doing business or discontinues offering maintenance for the Software.

If a copy of the Source Code is released by the escrow agent to the County, the County contemporaneously receives a perpetual paid up license to the GenTax and eServices Source Code with free and clear title, interest, ownership, and possession of all configurations and site-specific Source Code. The escrow agreement is attached as Exhibit E.

11. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

12. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

13. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under

other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

14. COUNTY PURCHASE ORDER REQUIREMENT

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

15. BACKGROUND CHECK

All employees or subcontractors whom the Contractor assigns to work on this Contract must pass the County's standard background check. The background check will include fingerprinting by the County Sheriff's Office and a credit check.

16. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

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

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

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

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

17. 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. 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.

18. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

19. 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, "workplace" means the site(s) for the performance of the work required by this Contract.

20. TERMINATION

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

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

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

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

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

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 30 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

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

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work up to the amount previously paid to the Contractor for the work being completed.

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

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 30 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

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

21. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions,

including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

The Contractor shall not be responsible to indemnify the County to the extent any losses, damages, injuries, fines, penalties, costs, charges, liability, demands or exposure are caused by the County.

22. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all third party claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract and not provided by the County. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract. However, Contractor will not be responsible to indemnify the County for any damages, liabilities, losses, costs or expenses that arise out of or result from: (1) Contractor modification of the infringing material where such modification is made under the direction of County; (2) County modification of the infringing material where such modification is not made under the direction of Contractor; (3) use of Contractor provided items or work products in a manner not in compliance with the Contract or as otherwise authorized by Contractor in writing; or (4) the functional combination of Contractor products and non-Contractor products, except as contemplated by this Contract, regardless of the means or method of combination.

23. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created for the sole use of the County pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced for the sole use of the County pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

24. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs provided by the County to the Contractor.

All work product created for the sole use of the County ("Work Product"), in any form, is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the Work Product for any purpose other than performance of this Contract without the written consent of the County.

The Work Product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any Work Product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all Work Product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

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

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

25. DATA SECURITY AND PROTECTION

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable County security and network resources policies, as well as all local, state and federal laws and regulatory requirements concerning data privacy and security. The Contractor will comply with the County's administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records; personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are received from, created, or maintained, for the County's sole use under this Contract.

- (a) **County's Non-Disclosure and Data Security Agreement.** The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Exhibit C) before performing any work or obtaining or permitting access to County networked resources, application systems or

databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.

- (b) **Use of Data.** The Contractor will comply with the County's policies in order to prevent unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than for performance hereunder is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, or disclosure of County Information caused by Contractor and for any non-compliance with this provision by itself or by its Designees.
- (c) **Data Protection.** The Contractor will protect the County's Information no less rigorously than it protects its own data and proprietary or confidential information.
- (d) **Security Requirements.** The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment used hereunder. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store County Data into hard drives must provide data-at-rest encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto laptops, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.
- (e) **Conclusion of Contract.** Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a mutually agreed upon format. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.
- (f) **Notification of Security Incidents.** The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any unintended access to or use or disclosure of County Information.
- (g) **Subcontractors.** If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor.

26. 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.

27. 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.

28. FORCE MAJEURE

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

29. 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.

30. 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.

31. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to the specific goods and services provided under this Contract.

32. AUDIT

Within twenty business days after the County's request, the Contractor must provide to the County the complete findings and all components of the most recent independent certified public accountant's audit of its finances. If a management letter was not prepared with the audit, the Contractor must so certify in writing as part of the audit report to the County. The Contractor must allow the County to review its records as the County deems necessary for audit purposes within 15 calendar days of the County's receipt of the findings. All accounts of the Contractor related to this Contract are subject to audit.

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of

the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

33. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

34. AMENDMENTS

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

35. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

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

36. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

37. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

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

38. ARBITRATION

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

39. NONEXCLUSIVITY OF REMEDIES

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

40. NO WAIVER

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

41. SEVERABILITY

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

42. ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

43. SURVIVAL OF TERMS

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

44. HEADINGS

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

45. AMBIGUITIES

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

46. NOTICES

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

TO THE CONTRACTOR:

FAST Enterprise, LLC
Attn: James Harrison
7229 S. Alton Way
Centennial, CO 80112
Tel: (208) 433-9244

TO THE COUNTY:

Arlington County Government
Elise Ostiguy, Director Enterprise Applications
2100 Clarendon Blvd.
Arlington, VA 22201
Tel: (703) 228-3347

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

47. ARLINGTON COUNTY BUSINESS LICENSES

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

48. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

49. ACCESSIBILITY OF WEB SITE

If any work performed under this Contract results in the design, development or maintenance of or responsibility for the content or format of any County web sites or for the County’s presence on third-party web sites, the Contractor and the County will jointly ensure that the work is performed in compliance with ADA.

50. ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor’s non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor that are specific to the Contractor.

51. 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. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- e. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- f. Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- g. Contract Identification - All insurance certificates must state this Contract’s number and title. The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County’s approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

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

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

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

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

52. WARRANTY

As of the effective date of this Agreement and for any subsequent Contract Terms, as long as payments by the County to the Contractor are current, the Contractor warrants that the capability of the system to support the County’s business needs shall be preserved in all service patches, new version, upgrades, fixes

new releases and other enhancements to GenTax. If any change or modification of GenTax in any future releases disables or negatively affects a capability that supports the County’s business needs, as determined the County Project Officer, the Contractor shall demonstrate a modification that meets the County’s approval or maintain the previously existing capability, at no additional cost to the County.

53. 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.

54. LIMITATION OF LIABILITY

- a. For purposes of this Section “FAST” shall be deemed to include FAST and its employees, agents, representatives, subcontractors, and suppliers, and “damages” shall be deemed to refer collectively to all injury, damage, loss, liability, expense or cost incurred.
- b. FAST shall not be liable for indirect, special, collateral, incidental, or consequential damages, or for lost profits, savings or revenues of any kind, whether or not FAST has been advised of the possibility of such damages.
- c. FAST’s entire aggregate liability under this Agreement shall not exceed the annual value of the Contract during the Contract year the cause of action arose, except that this limitation does not apply to the Contractor’s Intellectual property indemnification obligations.
- d. In no event will FAST be liable for damages directly resulting from the County’s negligent or willful misconduct with regard to Agency’s use of the Software or Documentation under this Agreement.
- e. FAST is not required or obligated to interpret how any law, ordinance, statute, regulation or business process is or should be implemented into the System. The County is solely responsible for any damages (problems, issues, costs, loss of goodwill, lost time, etc.) resulting from the System performing in accordance with instructions from the County.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

FAST ENTERPRISES, LLC

AUTHORIZED DocuSigned by:
SIGNATURE: Sharon Lewis
89B86B1AD301462...

AUTHORIZED DocuSigned by:
SIGNATURE: James Harrison
2AEDB035C8BA493...

NAME: SHARON LEWIS
TITLE: PURCHASING AGENT

NAME AND TITLE: James Harrison
Member

DATE: 7/3/2020

DATE: 7/3/2020

EXHIBIT A

STATEMENT OF WORK

Definitions

1. **The Assessment and Collection Enterprise System (ACE)** - The implementation of the Fast GenTax product that supports County tax administration functions. ACE includes but is not limited to the GenTax® software product and the eServices software product as well as configurations made to both products to support County requirements, business objects and site-specific code implemented to enhance or augment both products, reports, letters, and system interfaces.
2. **The Customer Assessment and Payment Portal (CAPP)** - The implementation of the eServices product for online filing, payment, and self-service by its customers.
3. **County Business Unit** - Users of the ACE system, including the Arlington County Treasurer's Office, the Arlington County Commissioner of Revenue's Office and any other County offices, agencies, or departments that may be appropriate.
4. **Core Product Defect** - A programming error in a Core GenTax or eServices component.
5. **Customer** - A taxpayer of, resident of, or entity doing business in Arlington County or other individual or business entity that is served by a County Business Unit or may have an assessment or receivable relationship with the County (example: recipient of a parking ticket), or who makes a payment for any taxes or fees administered by ACE or CAPP.
6. **Department of Technology Services (DTS)** - The County department responsible for providing hosting of the ACE and CAPP technical infrastructure, network connectivity, and other technical capabilities and services to the County Business Units to support general County operations.
7. **GenTax** - A tax administration product published by Fast that has been implemented to support County tax administration functions. GenTax includes eServices.
8. **iNovah** - A cashiering product published by System Innovators that has been implemented to support County cashiering requirements of the County Business Units. iNovah is integrated with GenTax.
9. **System Innovators (SI)** - The company that publishes iNovah, the cashiering system that is integrated with GenTax.
10. **eServices** - the Fast product published by Fast, which has been implemented by the County as the Customer Assessment and Payment Portal (CAPP), to support online filing, payment, and self-service by customers.
11. **Working Day** - a weekday (Monday through Friday) that is not a recognized County holiday.

Maintenance Services

Maintenance Services apply only to the GenTax software components that have been implemented as

the County's ACE system, including eServices. Maintenance does not apply to site-specific modules, configurations, network, databases or items that are covered under Support Services.

1. Access to Service Packs

Service Packs are a packaged set of repaired defects, enhancements to existing GenTax and eServices software and new software components or other components issued by Fast. Each Service Pack shall be provided to the county with documentation that identifies affected software components and classifies the Service Pack item as either:

- Low impact - software component is backward compatible
- Medium impact - software component is backward compatible; configuration or documentation changes are required
- High impact - software component requires either new database structures, data fixes, or recompilation of site-specific components; existing business processes may be impacted

Service Packs are scheduled to be released by Fast on a quarterly basis but may be released more or less frequently as required. Service Packs released during the Initial Contract Term and any Subsequent Contract Term/s of this Agreement shall be made available to the County at no additional cost to the County.

2. Access to new versions/upgrades of GenTax

If new versions/upgrades of GenTax are released during the Initial Contract Term and any Subsequent Contract Term/s of this Agreement, these shall be made available to the County at no additional cost to the County.

3. Access to new and revised documentation

New and revised documentation, including help files and configuration documents, shall be delivered to the County with the associated Service Packs at no additional cost to the County.

4. Phone support

Phone support is available from 8:00 AM - 6:00 PM Eastern Time Monday through Friday (Phone Support Hours) at the following number 1 (877) 275-3278 (1 (877) ASK-FAST) or at such other number as may be provided by the Contractor. Outside of Phone Support Hours, the County shall call the Contractor Manager for support.

5. Core product defect repair

Core Product Defects are submitted to the Fast Solution Center using the Solution Request Form, also known as an Incident Form, which includes a description of the problem including applicable screen shots, and other related information such as date, time, user, manager, and a description of what steps the user was performing when the defect was recognized. Solution Request Forms will be completed by the County and categorized by the County and Fast as either:

- Priority A - the Software is not performing in accordance with Fast specifications and production or mission critical business operations are being impacted. No work around is available.
- Priority B - the Software is not performing in accordance with Fast specifications, but most business operations can be performed. A known work around acceptable to the County as determined by the County ACE Manager is available. The County is able to implement the work around without severe interruption of the production process.

- Priority C - the County requires information or assistance on GenTax capabilities, installation, and configuration or would like to request an enhancement. This includes cosmetic and documentation issues that have little or no impact on production processes and productivity.

6. Response requirements

The following response requirements table specifies the level of response that will be given to the County at each step of the process based on the priority. The table specifies the maximum anticipated amount of time to complete each step.

- Step 1 - represents the acknowledgement of the defect and the beginning of the information gathering and troubleshooting process.
- Step 2 - represents the time frame in which a Fast Solution Center will actively address the issue and pursue a resolution thereof.

Priority	Step 1	Step 2
A	Within the next two (2) Phone Support Hours	Work will be started immediately upon receipt and will continue until resolved. Dedicated resources will be assigned to resolving the defect. Solution will be provided as a hot-fix with specific instructions. Solution will be incorporated into the next Service Pack and the hot-fix will no longer be required.
B	One calendar week	Work will be started within two calendar weeks and performed during normal business hours. Solution will be incorporated into the next Service Pack released after the solution has been completed.
C	Two calendar weeks	Work will be started and performed subject to resource availability. Enhancement requests may or may not be adopted. If an enhancement request is not adopted the County will be informed. Low impact enhancement requests may be incorporated into the next Service Pack released after the solution has been completed. All other implemented enhancement requests will be incorporated into the next versions of GenTax released after the solution has been completed.

The County shall allow and facilitate remote diagnosis and resolution of problems via secure remote access to the system by the Contractor. Contractor shall provide such remote support for Core Product Defects at no additional cost to the County.

7. **Note:** If the Fast Solution Center cannot duplicate a defect in-house, then Fast Solution Center staff will need access to appropriate County environments.

Support Services

Support Services ensure that the County has immediate access to product experts resulting in more

efficient resolution of Core Product Defects and other issues, that ACE may be kept current with service pack and new version/upgrade releases of GenTax, that ACE may be enhanced to better support the County's tax administration activities or new requirements, and that the ACE system is supported effectively and efficiently. Support Services are provided by three (3) full-time Fast staff members. The three (3) full-time Fast staff members shall consult with or be augmented by other Fast staff members ("Fast Supporting Staff#) regularly to obtain design help to ensure that Defect corrections and enhancements are implemented in the most efficient and effective way, that ongoing maintenance efforts and costs will be minimized, and that additional expertise is obtained when required as determined by the County ACE Manager to address an issue or problem.

The Fast staff will perform the services listed below based on a minimum of five thousand seven hundred sixty (5,760) hours each year (Minimum Total Annual Hours), or an average of one hundred ten (110) hours each week. All planned vacation leave shall be coordinated with the County ACE Manager.

Support Services include but may not be limited to those listed below. This is a sample list and the actual Support Services that will be provided will be as directed and prioritized by the County subject to the capacity of the Fast staff procured by the County.

1. **Restoring GenTax** - Restoring GenTax to run on alternate County hardware or alternate County acquired or outsourced hosting environments due to any ACE hardware or OS failure that may cause any part of an ACE component, program, configuration, site specific code modules, or environment (production, staging, test, development, other) to be unavailable.
2. **Job Streams Setup** - Configuration and maintenance of job streams.
3. Monitoring and resolving issues with the standard nightly and morning job streams and any ad-hoc job streams that are scheduled by the County ACE Manager due to business needs.
4. **Resolution of Site Defects** - Resolution of defects or performance problems in site configurations and site-specific code modules that have been implemented as part of the County's ACE system, including system interfaces.
5. **Data Fixes** - Drafting and unit testing of data fixes in structured query language (SQL) and data definition language (DDL) caused by user error or defects or as required by enhancements. Execution of data fixes in lower environments. Data fixes shall be executed in the production environment by County database administrators in accordance with procedures established by the County ACE Manager.
6. **Troubleshooting Interfaces** - Troubleshooting and resolving production interface issues between GenTax and other systems/service providers. This include changes mandated by vendors, errors in interface processing or errors in data outputs.
7. **Code Migration** - Approval and migration of configuration and code. Migration to the production environment shall only occur per the written approval of the County ACE Manager and in accordance with procedures established by the County ACE Manager.
8. **Training** - Training of County staff and/or contractors to perform configuration and develop site specific code, reports, letters, etc. in GenTax or eServices.
9. **Fast Solution Center Coordination** - Coordinating with Fast solution centers on potential core issues, design approaches, evaluating the need for site specific code, and enhancements to the core product.
10. **Environment Maintenance** - Maintenance of GenTax components and the databases of all environments lower than production (development, test, staging, other).
11. **Best Practices Recommendations** - Recommending best practices for implementing business requirements.

12. **Performance Tuning** - Evaluating and performing performance tuning of the databases.
13. **Database Maintenance** - Database maintenance, analysis and review.
14. **Environment Setup** - Setup of additional lower than production GenTax environments when necessary.
15. **Enhancements** - Implementing enhancements, which are defined as changes to configurations and site-specific code that are working as designed and implemented, but a desire or need for new functionality or to have existing functionality changed or added to has been identified. An enhancement constitutes a change, increase or improvement in the capabilities of the existing ACE system.
16. **Service Packs** - GenTax Service Pack analysis and installation including a detailed description of service pack notes of what is provided by the service pack being installed and a detailed unit test plan and results indicating no new urgent or high issues.
17. **New Versions/Upgrades** - GenTax New Version/Upgrade analysis and implementation including a detailed description of upgrade notes of what is provided by the upgrade being installed and a detailed unit test plan and results indicating no new urgent or high issues.
18. **Additional Tax Types** - Implementation of additional tax types.
19. **Additional Modules** - Implementation of additional modules in GenTax
20. **Cashiering Maintenance and Support** - Maintenance and Support Services of the iNovah Cashiering system interfaces:
 - a. Troubleshooting and resolving production interfaces issues between GenTax® and iNovah.
 - b. Assisting DTS and the County Business Units if requested by the County ACE Manager with other iNovah related tasks.

All Support Service requests from the County shall be logged in the GenTax solution request software (SQR) and prioritized by the County ACE Manager and user representatives from the appropriate County Business Unit offices. Priorities shall be communicated to the Contractor by the County ACE Manager. Priorities may be changed at the discretion of the County ACE Manager based upon his/her review of the circumstances and relative relationships to other SQR's. Entries into the SQR system are referred to herein as SQR's.

Optional Additional Services

At the County's option, Fast will provide the following optional additional services for the fees set forth in Exhibit B.

- a. One or more additional Fast staff members can be added on an annual basis to augment Support Services by one thousand nine hundred twenty (1,920) hours a year. The minimum commitment by the County for this option is six (6) months.
- b. One or more additional Fast staff members can be added on an hourly basis to augment Support Services.
- c. Batch Monitoring (aka, job streams) – also called FAST Monitoring Services (FMS) FAST staff at FAST Development Center in Denver, Colorado, monitor the job streams, resolve issues they can and escalate items that cannot be dealt with or abnormalities to onsite staff that are on-call.
- d. Centralized Tech - FAST provides technical support for the FAST application. This will enhance technical support and allow more proactivity in term of technical monitoring and preventive maintenance action on the technical platform.

Contract Performance

Contractor Performance Requirements

During the duration of the Work, the Contractor shall observe the following performance requirements:

1. **Work Location:** Work by the three (3) fulltime on-site Fast staff members shall take place at the physical workspace provided by the County in Arlington, Virginia. Working remotely on an exception basis may be approved by the County ACE Manager. Other Fast Supporting Staff may work on site or remotely or from other Contractor locations as determined by the County ACE Manager. The Contractor team shall work closely with the County and shall foster synergies and a common understanding of requirements, issues, and priorities.
2. **Non-County Work:** Fast staff working on this Work shall limit other Non-County work for other Contractor projects or activities for the duration of the Initial Contract Term and any Subsequent Term unless the Contractor has received prior approval from the County ACE Manager for the non-County work and the amount and duration of the non-County work. County resources shall not be used to perform non-County work. Any hours spent performing non -County work shall not be counted within the Minimum Total Annual Hours.
3. **Contractor Manager:** The Contractor shall appoint one of the three (3) on site Fast staff members as the Contractor Manager, the single point of contact for the County with regard to day to day matters who shall be responsible and accountable for the Contractor's performance. The day-to-day supervision and control of the Contractor's employees shall be solely the responsibility of the Contractor Manager.
4. **FAST Staff Performance:** Issues identified by the County ACE Manager with regard to the performance or behavior of any Fast staff member shall be handled immediately, leading to replacement of the Fast staff member if necessary, as determined by the County ACE Manager, within two (2) calendar weeks. Fast staff conduct shall be professional and compliant with all applicable federal, state, and local laws, ordinances and regulations, and County policies at all times. Failure to comply could result in the request to have the Fast staff member replaced, or under egregious circumstances, banned from all County property.
5. **Turnover:** Each of the three Fast staff members shall perform work under this contract for at least a consecutive twelve (12) month duration. If there is turnover of Fast staff within less than a consecutive twelve (12) month duration, Fast will either ensure effective knowledge transfer and transition by ensuring a four (4) week overlap of the Fast staff member departing and the Fast staff member arriving, or will credit the County twenty thousand dollars (\$20,000) on the subsequent invoice for Support Services. The amount of the credit shall be prorated if there is an overlap transition period, but the overlap transition period is less than four (4) calendar weeks.
6. **Status Reporting:** Within ten (10) Working Days of the end of the preceding month, the Contractor Manager will provide a written monthly report of what work was performed in that preceding month. The report will include what SQR's and their types were completed, and the number of hours worked in that preceding month in total and by each Fast staff member.
7. **Compatibility:** As applicable, Contractor work hereunder shall be compatible with the latest version of Microsoft Office and the latest version of Microsoft Windows.
8. **Contractor Equipment:** The Contractor is solely responsible for its own equipment and the County shall not be liable for any loss, damage, or theft thereof.
9. **Escalation:** During the Initial Contract and any Subsequent Contract Term/s, the County will work with assigned Fast staff to manage and resolve issues. The County, at its discretion, may escalate an issue to the account or quality executive, or any other Fast executive.

County Provided Items

1. **Workspace:** The County will provide workspace and individual workstations, including meeting rooms and access to technology, for any Fast staff working onsite as available. The County shall also provide reasonable access to appropriate LAN and Internet connectivity, telephones, printing and copying capabilities, and projectors.
2. **Access:** The County will provide any required identification and access cards and building access during the Initial Contract Term and any Subsequent Contract Term/s, including nights and weekends. All Contractor employees shall comply with the terms and conditions of such and these are revocable at the discretion of the County ACE Manager. Contractor shall ensure that all employees or subcontractors working on site maintain a professional demeanor and protect County property and systems.
3. **Technology Infrastructure:** The County will provide basic technology infrastructure operations and maintenance as it does for general County operations, including:
 - Network Operations and maintenance
 - System hardware operations and maintenance
 - Operating system operations and maintenance
 - SAN system operations and maintenance
 - RDBMS operations and maintenance
 - FTP server and service operations and maintenance
 - Remote access to County technical resources
4. **Infrastructure Upgrades:** Operating system, RDMS, or other necessary infrastructure upgrades required to support a new version of GenTax.
5. **Testers:** The County will provide testers from the appropriate County Business Unit offices to test as necessary in a timely manner in accordance to a schedule defined by and agreed to by the County ACE Manager and the Contractor Manager, including any changes, enhancements, service packs, and version upgrades.
6. **Interface Communications:** The County ACE Manager or an appropriate representative from a County Business Unit will perform all communications with contact persons representing other County systems or external service providers unless agreed to in writing by the County ACE Manager.

Approval Process for Site Specific Code

To minimize ongoing support and maintenance costs, County requirements shall be met via configuration whenever possible, and site-specific code shall not be implemented without written approval from the County ACE Manager. The following process shall be followed when evaluating proposed site-specific code:

1. Any proposed site-specific code must be reviewed by the County ACE Manager who will determine whether there is a procedural way to meet the requirement or will assist the requesting business unit office with a cost benefit analysis. If based on the analysis there is no other way to meet the requirement, and in the County's sole discretion the need justifies the cost, the next review step will be performed.
2. Any proposed site-specific code shall be reviewed by the County ACE Manager and the Contractor Manager to ensure that Fast staff have not overlooked a way that the requirement can be met via configuration. If the County ACE Manager and the Contractor Manager cannot identify a way that the requirement can be met via configuration:
 - a. The Contractor Manager will submit the proposed site-specific code to the internal Fast GenTax developer discussion forum to determine if any other Fast developers can

identify a way to meet the requirement via configuration.

AND

- b. The Contractor Manager will submit the proposed site-specific code to the Contractor's technical product expert to determine if the technical product expert can identify a way to meet the requirement via configuration. The Contractor Manager shall ensure that a response and explanation of whether or not the requirement can be met via configuration is received from the technical product expert within five (5) Working Days.
3. If no way to meet the requirement via configuration is identified:
 - a. The County ACE Manager and Contractor Manager will assess whether the code should be added to GenTax core code for other clients to use as well, and if so, the Contractor Manager will submit an SQR to the Fast Denver development center.

OR

- b. The Contractor Manager will seek approval in writing from the County ACE Manager to implement the site-specific code.
4. The site-specific code will be documented by Fast in the site-specific code documentation spreadsheet.
 5. The County ACE Manager may agree in writing to implement site-specific code and submit an SQR to the Fast Denver development center because the County has determined that it would be ideal to implement the code in the core GenTax product, but that the core implementation might not occur within a timeframe that meets the County's need.

EXHIBIT B**CONTRACT PRICING**

1. Actual Annual Yearly Cost to Arlington County for Maintenance and Support Services, including 3 FTEs and Optional Services

Cost Category	Amount
Annual Maintenance Services and Support Services (including 3 FTEs) through July 2020-June 2021	\$1,636,000 + costs for any additional Optional Services
Annual Maintenance Services and Support Services (including 3 FTEs) through July 2021-June 2022	\$1,694,000 + costs for any additional Optional Services
Annual Maintenance Services and Support Services (including 3 FTEs) through July 2022-June 2023	\$1,754,000 + costs for any additional Optional Services
Annual Maintenance Services and Support Services (including 3 FTEs) through July 2023-June 2024	\$1,816,000 + costs for any additional Optional Services
Annual Maintenance Services and Support Services (including 3 FTEs) through July 2024-June 2025	\$1,880,000 + costs for any additional Optional Services

2. Optional Services (as described in Exhibit A, Cost — Annual Staff Augmentation)
The cost of each additional Fast staff member for staff augmentation on an annual basis for Support Services shall be:

Cost Category	Amount
July 2020-June 2021 (annual cost, each additional FTE)	\$350,000.00
July 2021-June 2022 (annual cost, each additional FTE)	\$360,000.00
July 2022-June 2023 (annual cost, each additional FTE)	\$370,000.00
July 2023-June 2024 (annual cost, each additional FTE)	\$381,000.00
July 2024-june 2025 (annual cost, each additional FTE)	\$392,000.00

3. Optional Services (as described in Exhibit A, Cost — Hourly Staff Augmentation)
The cost of each additional Fast staff member for staff augmentation on an hourly basis for Support Services shall be:

Cost Category	Amount (on site)	Amount (remote)
July 2020-June 2021 Hourly Rate	\$215.00	\$210.00
July 2021-June 2022 Hourly Rate	\$220.00	\$215.00
July 2022-June 2023 Hourly Rate	\$225.00	\$220.00

July 2023-June 2024 Hourly Rate	\$230.00	\$225.00
July 2024-June 2025 Hourly Rate	\$235.00	\$230.00

- 4. Batch Monitoring Optional Services, as describe in Exhibit A \$75,000/year
- 5. Centralized Tech Optional Services, as describe in Exhibit A \$200,000/year

Invoice Schedule following:

Fast shall invoice the County in one quarter increments in arrears on the last day of each quarter for ail Maintenance Services and Support Services and any additional Optional Set-vices.

As on example, the invoice schedule for the County’s fiscal year 2021 (FY21), July 1, 2020 through June 30, 2021, for annual Maintenance Services and Support Services and any additional Optional Services shall be as follows.

Cost Category	Amount	Invoice Date
Quarterly Maintenance Services and Support Services (including 3 FTEs) through September 2020	\$409,000 + costs for any additional Optional Services	September 30, 2020
Quarterly Maintenance Services and Support Services (including 3 FTEs) through December 2020	\$409,000 + costs for any additional Optional Services	December 31, 2020
Quarterly Maintenance Services and Support Services (including 3 FTEs) through March 2021	\$409,000 + costs for any additional Optional Services	March 31, 2021
Quarterly Maintenance Services and Support Services (Including 3 FTEs) through June 2021	\$409,000 + costs for any additional Optional Services	June 30, 2021

If this Agreement is executed during a fiscal year instead of at the beginning of a fiscal year or Optional Services are added some time during a fiscal year, the costs will be prorated.

All rates above are fully loaded, and the County shall incur no additional costs.

EXHIBIT C

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of FAST Enterprises, LLC ("Contractor"), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 21-DTS-SLA-195 (the "Project" or "Main Agreement") (all of the above collectively referred to as "County Information" or "Information").

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

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

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

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted as appropriate; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict security and access control. Any County Information that is accessible will not leave Contractor's work site or the County's physical facility, if the Contractor is working onsite, without written authorization of the County

Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.


Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, or running the latest version of an industry-standard virus protection program. The Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination.

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents and subcontractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices in place to ensure confidentiality, protection, privacy and security of County information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

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

Authorized Signature:  _____
2AEDB035C8BA493...
Printed Name and Title: James Harrison Member _____

Date: 7/3/2020

EXHIBIT D

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(INDIVIDUAL)

I, the undersigned, agree that I will hold County-provided information, documents, data, images, records and the like confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. 21-DTS-SLA-195 (the "Project" or "Main Agreement") (all of the above collectively referred to as "County Information" or "Information").

I agree that I will maintain the privacy and security of County Information and will not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized to do so by the County Project Officer. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, or that otherwise affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

I agree that I will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly authorized and associated with my designated duties on the Project. I understand and agree that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal law/s, subjecting me and/or my employer to civil and/or criminal penalties.

I also agree that I will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person for any purpose of the Information obtained directly, or indirectly, as a result of my work on the Project. I agree to view, retrieve or access County Information only to the extent concomitant with my assigned duties on the Project and only in accordance with the County's and my employer's access and security policies or protocols.

I agree that I will take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted as appropriate; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. I will also ensure that any device or media on which County Information is stored, even temporarily, will have strict security and access control and that I will not remove, facilitate the removal of or cause any Information to be removed from my employer's worksite or the County's physical facility without written authorization of the County Project Officer. If so authorized, I understand that I am responsible for the security of the electronic equipment or paper files on which the Information is stored and agree to promptly return such Information upon request.

I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices (“Device”) during my work on the Project without pre-approval. I will ensure that any Device connected to the County network is free of all computer viruses or running the latest version of an industry-standard virus protection program. I will also ensure that my password, if any, is robust, protected and not shared. I will not download any County Information except as authorized by the County Project Officer and then only onto a County-approved Device. I understand that downloading onto a personally-owned Device or service, such as personal e-mail, Dropbox etc., is prohibited.

I agree that I will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County’s or Contractor’s security policies, or any other breach of Project protocols concerning data security or County Information. I will fully cooperate with the County to help regain possession of any County Information and to prevent its further disclosure, use or dissemination.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the highest level of administrative safeguards and best practices are in place to ensure confidentiality, protection, privacy and security of County Information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the underlying Main Agreement or any local, state or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

Upon completion or termination of my work on the Project, I agree to return all County Information to the County Project Officer. I understand that this agreement remains in full force and effect throughout my work on the Project and shall survive my reassignment from the Project, termination of the above referenced Project or my departure from my current employer.

Signed: _____

Printed Name: _____

Date: _____

Witnessed:

Contractor’s Project Manager: _____

Printed Name: _____

Date: _____

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT

EXHIBIT E

GENTAX LICENSE AGREEMENT

In consideration of the mutual agreements and covenants contained in this Agreement, the parties agree as follows:

1. DEFINITIONS. As used in this License Agreement, the following terms shall have the meanings ascribed to them:
 - 1.1. "Documentation" means technical data, including computer listings and printouts, in human-readable form that:
 - 1.1.1. Documents the design or details of the Software;
 - 1.1.2. Explains the capabilities of the Software; or
 - 1.1.3. Provides operating instructions for using the Software to obtain desired results from a computer.
 - 1.2. "Maintenance" includes Software fixes and Software Upgrades.
 - 1.3. "Software" means the GenTax® Integrated Tax Processing Software that is the subject of this License Agreement.
 - 1.4. "Software Upgrades" includes all patches, updates, new releases, and other enhancements related to the Software.
2. SOFTWARE LICENSE. In this section on Software Licenses, the term "Use" means storing, loading, installing, executing or displaying the Software on a computer, processor, or controller, or making a copy of the Software for archival or backup purposes only.
 - 2.1. Contractor grants the County, for the Contract Amount, a paid up, non-transferable, perpetual and non-exclusive right to use the Software, in object code form, and the Documentation furnished under this License Agreement (the "License") to an unlimited number of County users.
 - 2.2. This License grants the County the right to use the Software to fulfill the business requirements and objectives of the new system, as described in the County Request for Proposal No. 127-05, dated February 2005, and the amendments thereto, and as further defined in the response to that RFP submitted by Contractor on April 7, 2005, and as further defined by the SOW in Agreement No. 127-05.
 - 2.3. The County may install the Software on any workstation or server within the County.
 - 2.4. The County agrees to use its best efforts to see that its employees and users of the Software comply with the terms and conditions set out in this License Agreement. The County also agrees to refrain from taking any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent of the Software.
 - 2.5. The County is permitted to make archive copies of the Software. Any copy must contain the same copyright notice and proprietary markings that are on the original Software.
 - 2.6. The License extends to Software Upgrades, provided such Software Upgrades are acquired as

part of an annual Maintenance and Support Agreement.

3. USE OF SOFTWARE AND INFORMATION.

3.1. The County agrees that the Software or technical and business information ("Information") owned by Contractor or its suppliers and furnished to the County under this License Agreement shall remain the property of Contractor or the supplier.

3.2. All Software and Information furnished to the County under this License Agreement:

3.2.1. Shall be used by the County only for the purposes defined in Section 2 of this License Agreement; and

3.2.2. Shall not be reproduced or copied, in whole or in part, except as necessary for use as authorized under this License Agreement.

3.3. The County acknowledges to the extent permissible under Virginia law that the Software is deemed to be proprietary and confidential and the terms of Section 9 apply to the Software.

3.4. The license to the Software granted hereunder is not assignable or transferable.

3.5. This License Agreement does not grant a license to the County to resell or otherwise redistribute the Software.

4. OWNERSHIP OF SOFTWARE. The County acknowledges that the Software, and all improvements and modifications made to it by any party, is and remains the sole property of Fast Enterprises, LLC. This License Agreement neither expresses nor implies that any interest in the Software is assigned or transferred to the County.

5. LIMITATION OF WARRANTY. Except as defined in Agreement No. 127-05, Contractor makes no representation of other Warranty.

6. LIMITATION OF LIABILITY.

6.1. To the extent not in conflict with Agreement No. 127-05, Contractor shall not be liable for indirect, special, collateral, incidental, or consequential damages, or for lost profits, savings or revenues of any kind, whether or not Contractor has been advised of the possibility of such damages. In no event will Contractor be liable for indirect, special, collateral, incidental, or consequential damages in connection with or arising out of the work products developed, services performed or use of the Software under this License Agreement. These excluded damages include, but are not limited to, cost of removal or installation, outside computer time, labor costs, loss of goodwill, loss of profits, loss of savings, loss of revenues, loss of use, loss or corruption of data or interruption of business.

7. FORM OF SOFTWARE. The County agrees that with the exception of site-specific code, the Software supplied under this License Agreement shall be delivered to the County in object code form only. Contractor will maintain the Software source code with an escrow agent and list the County as an authorized recipient of the source code in accordance with Agreement No. 127-05.

8. CONFIDENTIAL INFORMATION.

8.1. Definitions.

- 8.1.1. "Confidential Information" will mean any non-public information that the Contractor specifically marks and designates, in writing, as confidential or which, under the circumstances surrounding the disclosure, ought to be treated as confidential. "Confidential Information" includes, but is not limited to, designs, inventions, tools, specifications, techniques, models, drawings, schematics, data, source code or object code, trade secrets, financial statements, know-how and information relating to the technology, customers, business plans, and other business affairs of the Contractor. To the extent permissible under federal and state statutes and other applicable authority, the contractor requests that information related to business affairs, promotional materials, and pricing policies are confidential.
- 8.1.2. "Confidential Information" will not include any information from the Contractor that the County can demonstrate: (i) was, at the time of disclosure, generally available to the public, or became generally available to the public after the disclosure, through no fault of the County; (ii) was, at the time of disclosure, known to the County and not subject to an existing agreement of confidentiality between the parties; (iii) is furnished by the Contractor to third parties without restriction; (iv) is furnished to the County by a third party who legally obtained said information and the right to disclose it; (v) is approved for release by written authorization of the Contractor; or (vi) is developed independently by the County where the County can document such independent development.
- 8.1.3. Any information that falls within the definitions of Confidential Information and that was disclosed or provided to the County by the Contractor or an agent of the Contractor prior to the County's signing of this License Agreement will be deemed to be included in the terms and conditions of this License Agreement.

8.2. Restrictions

- 8.2.1. The parties will hold all Confidential Information in confidence, will use the Confidential Information only for the purpose for which they are disclosed, will reproduce the Confidential Information only to the extent necessary for such purpose, and will not disclose the Confidential Information to any third party without the other party's prior written consent.
- 8.2.2. The parties will take reasonable security precautions, at least as great as the precautions each takes to protect its own confidential information, to keep confidential the Confidential Information.
- 8.2.3. The parties may disclose Confidential Information only to their employees, in-house contractors and third-party consultants on a need-to-know basis. The owner of Confidential Information may require that a third-party consultant sign a mutually agreed non-disclosure agreement before receiving the Confidential Information.

8.2.4. If the County becomes legally obligated to disclose Confidential Information under the Virginia Freedom of Information Act, VA Code §§2.2-3700, et seq., or otherwise by any governmental entity or court with jurisdiction over it, the County will give the Contractor prompt written notice. The County will disclose only such information as is legally required.

8.2.5. The County will not reverse engineer, decompile or disassemble any of the Software without the prior written consent of the Contractor.

8.3. Rights and Remedies.

8.3.1. The County will notify the Contractor promptly upon discovery of any unauthorized use or disclosure of the Confidential Information, or any other breach of this License Agreement by the County and will cooperate with the Contractor in every reasonable way to help the Contractor regain possession of the Confidential Information and prevent its further unauthorized use.

8.4. Miscellaneous.

8.4.1. Nothing contained in this License Agreement will be construed: (i) as requiring the Contractor to disclose to the County any particular information; (ii) as granting to the County a license, either express or implied, under any patent, copyright, trade secret or other intellectual property right, now or hereafter owned, obtained or licensed by the Contractor; or (iii) as a representation or warranty as to the accuracy, completeness or reliability of the Confidential Information, to the extent permissible under Va. Code§ 2.2-3705.6. This paragraph does not abrogate the Contractor's independent duties under the Agreement and Exhibit B.

9. USE OF THE JURISDICTION NAME. The County agrees that Contractor may, prior to, in the course of performance of this License Agreement, or thereafter use the County's name in advertising and promotional media as a customer or client of Contractor.

EXHIBIT F

AGREEMENT NO. № 7 2 9 0

SOFTWARE ESCROW AGREEMENT
Multi User Plan

BETWEEN:

Lincoln-Parry SoftEscrow, Inc.
400 Inverness Drive, South
Suite 200 Lincoln-Parry SoftEscrow
Englewood, Colorado 80112

Fast Enterprises, LLC
800 Park Boulevard, Suite 720
Boise, ID
83712

(called the Escrow Agent)

(called the Licensor)

WHEREAS the Licensor carries on the business of licensing computer software and is desirous of making available severally to certain of its customers, each herein called the Licensee the benefits contemplated by this agreement, and;

WHEREAS the Licensor has granted or shall grant to the Licensee the right to use certain computer programs in object form and has agreed or shall agree to support the programs but wishes to maintain their confidentiality as trade secrets, and;

WHEREAS the Licensee is desirous of being assured that the source code, documentation and related materials for such programs will be made available to it for the purposes of self support if certain events named herein occur;

THEREFORE the parties agree as follows:

1. ESCROW MATERIALS

The computer programs to which this agreement applies are those named in the List of Escrow Programs. A program shall consist of the source code magnetically or optically stored, and such supporting documentation and related materials that are necessary for a reasonably competent programmer to routinely maintain and modify such programs. The programs shall be collectively referred to herein as the Software.

2. BENEFICIARIES

All Licensees of the Software shall separately become a beneficiary hereunder upon the filing by the Licensor with the Escrow Agent of a notification in the form

described in Schedule C and shall have full standing under this agreement as though signed by each of the Licensees.

3. DELIVERY AND CERTIFICATION

The following procedure shall be adopted for the presentation and certification of the Software into escrow.

(a) Within 10 days after the signing of this agreement by both parties, the Escrow Agent shall supply to the Licensor a standard sized container, which is capable of being sealed, and in which the Software shall be stored.

(b) The Licensor shall thereupon deposit the Software into the said container, identifying it by name and release number, and shall certify as to the authenticity of the

contents in the sealed container on the form supplied by the Escrow Agent.

(c) The Licensor shall seal the container and shall deliver it to the Escrow Agent to hold in accordance with the terms of this agreement.

(d) The Licensor will deposit new releases into escrow, and upon the filing by the Licensor with the Escrow Agent of a Direction to Return or Destroy in the form described in Schedule E the Escrow Agent shall return earlier deposits to the Licensor or destroy the earlier deposits as directed.

(e) The Escrow Agent shall hold the container in its sealed state and shall not open, cause or permit it to be opened under any circumstances whatsoever except as may be permitted under this agreement or amendments thereto.

4. EVENTS CAUSING RELEASE

The Software shall be held in escrow by the Escrow Agent until the earliest of the following events:

(a) The occurrence of the following events:

1. A cessation of the use of the Software by the Licensee and the termination or expiry of its program license agreement with the Licensor;
2. The termination or expiry caused or permitted by the Licensee of the Software maintenance and support services portion of the said program license agreement.

(b) The termination of this agreement by consent of:

1. The Licensor and Licensee;
2. The Licensee alone.

(c) The occurrence of any of the following events, and provided in all events that the Licensor has not made suitable alternate arrangements for the continued maintenance of the Software:

1. A petition in bankruptcy, or an assignment for the benefit of creditors of the Licensor is filed by the Licensor, or a third party against the Licensor and is not dismissed within thirty (30) days of its filing;
2. A cessation of normal business operations by the Licensor during the term of this agreement.

3. A failure or refusal by the Licensor to provide the Software maintenance and support services required of it under its program license agreement with the Licensee, which failure has been preceded by a notice in writing to the Licensor that its continued default would cause the Licensee to invoke its rights under this agreement fifteen (15) days after the date of the said notice.

5. RETURN TO THE LICENSOR

The Escrow Agent shall deliver the Software back to the Licensor if any of the events named in Section 4(a) or 4(b) occurs before any of the events named in Section 4(c), provided that a Termination Notice in the form set out in Schedule A and signed by the Licensor and Licensee has been delivered to the Escrow Agent along with the balance of any fees and charges that are due, and further provided that no other Licensee is a beneficiary under this agreement at the time. Where any materials lodged in escrow are to be returned by the Escrow Agent to the Licensor pursuant to the terms of this agreement, the Licensor shall select the method of delivery and the carrier, and shall bear the shipping cost.

6. RETURN TO LICENSEE

The Escrow Agent shall deliver the Software to the Licensee if any of the events named in Section 4(c) occurs before any of the events named in Sections 4(a) or 4(b), provided that the procedure set out below has been followed and the conditions met.

(a) The Licensee has delivered to the Escrow Agent a written request for the release of the Software, accompanied by a sworn affidavit from two senior officers of the Licensee stating the particulars of the reasons for its request with reference to the events named in Section 4 of this agreement.

(b) A copy of the request and affidavit have been delivered by the Escrow Agent to the Licensor in a timely manner,

and the Licensor has received at least the notice period named in Section 4(c)(3).

(c) No dispute in writing has been received from the Licensor by the Escrow Agent within fifteen (15) days of the Licensor's receipt of the Licensee's request and affidavit.

(d) The Licensee has signed a non disclosure covenant in the form set out in Schedule B and delivered it to the Escrow Agent.

(e) All outstanding charges under this agreement have been paid to the Escrow Agent, and the Licensee has paid copying charges. The Licensee shall select the method of delivery and the carrier, and shall bear the shipping cost.

(f) In order to affect a release of Software to the Licensee pursuant to the terms of this agreement the Escrow Agent is assigned the right to make and deliver such copies of the Software as needed for that purpose.

7. DISPUTES AND ARBITRATION

If the Licensor enters a dispute as contemplated by Section 6(c) then the procedure set out below shall be followed before the Software is delivered to the Licensee.

(a) The Licensor and Licensee shall within ten (10) days after the entering of a dispute name an arbitrator to decide whether the Licensee is entitled to receive the Software. If they are unable to agree upon the selection of an arbitrator then the Escrow Agent shall make the said selection.

(b) The arbitration shall otherwise be conducted in accordance with the Rules for the American Arbitration Association, and the Escrow Agent shall immediately upon the expiry of any appeal period carry out the decision of the arbitration.

(c) In addition to such other powers as may be conferred on the arbitrator under enabling legislation the arbitrator shall be empowered to decide whether an event described in Section 4 has occurred, whether all other conditions for release have been met, and to order or enjoin release. The arbitrator's decision shall be binding. The Escrow Agent shall act upon the decision of the arbitrator immediately after the expiry of any appeal period.

(d) The Licensor and Licensee shall each pay one half of the fees and charges of the arbitration.

8. VERIFICATION PROCEDURE

In order to verify the authenticity of the contents of any container deposited by the Licensor and being held in escrow the Licensee may at any time call for its inspection in the manner and subject to the conditions below:

(a) The Licensee shall notify the Licensor and the Escrow Agent in writing of its demand to inspect the contents of a container, and such notification shall be made at least thirty (30) days in advance of the date appointed for such inspection.

(b) The Escrow Agent shall appoint the location for such inspection.

(c) The Escrow Agent shall attend the appointment time and place and shall thereat produce the sealed container in question.

(d) The contents of the container shall be removed and inspected by the Licensee in the presence of the Licensor and a determination made as to whether they are as purported by the Licensor on its certificate.

(e) If the contents are determined to be as purported, they will be resealed and returned to the Escrow Agent to continue to hold in escrow. The Licensee shall pay all costs associated with the inspection, including machine time, operating personnel travel, food, lodging and a reasonable per diem fee for the attendance of all the parties attending at the inspection. If the contents of the container are determined not to be as purported, then the Licensor shall forthwith deliver to the Escrow Agent a copy of the authentic software as purported on the Licensor's certification, and the Licensee may first verify that the same are authentic.

9. DUTIES OF ESCROW AGENT

(a) The Escrow Agent shall store the sealed containers in a safe and secure location of its own choosing.

(b) The Licensor may direct the Escrow Agent to store the sealed containers

in a location selected by the Licensor, in which event the Escrow Agent shall comply with such direction provided that access to the location is under the Escrow Agent's control and that any additional cost incurred by the Escrow Agent in using the site are paid by the Licensor.

(c) The Licensor represents that the Software does not require any storage conditions other than office environment conditions. The Escrow Agent shall exercise reasonable judgment in the handling of the Software in event of a dispute and shall not be liable to either party except for grossly or deliberately negligent conduct.

(d) Following the request for release of Software pursuant to Section 6, if any fees or charges are or become outstanding then the Escrow Agent shall not be required to perform any of its obligations under this agreement until its account has been paid. The Escrow Agent may accept payment of its account from either the Licensor or Licensee.

10. FEES, CHARGES AND TERM

The Licensor shall pay to the Escrow Agent the following fees and charges:

(a) An annual fee of \$540.00 payable upon execution by the Licensor of this agreement and on each anniversary date thereafter unless earlier terminated by either party.

(b) This agreement shall continue thereafter on a yearly basis unless terminated by either party by giving the other at least thirty (30) days written notice prior to any anniversary date, and provided that all named beneficiaries have either ceased to hold a use license for the Software or have consented to the termination of this agreement.

(c) Respecting each issued standard size container in excess of one a fee of \$54.75 per year or part year payable on the anniversary date of this agreement.

(d) Respecting each notice in writing sent by the Escrow Agent a fee of \$27.25 payable on receipt of invoice.

(e) Respecting all expenses incurred by the Escrow Agent for media, copying, shipping or delivery, special

storage requested by either the Licensor or Licensee a charge for such amounts disbursed due and payable on receipt of account.

(f) Respecting any attendance made by the Escrow Agent in carrying out its obligation under this agreement or related thereto, travel, lodging and legal representation expenses incurred if any plus the then current per diem attendance fee payable on receipt of invoice.

(g) The term of this agreement shall continue so long as any beneficiary has rights under it, however the Licensor may transfer this agreement to another escrow agent at any time provided that all outstanding fee and charges have been paid.

(h) The Escrow Agent may resign at the end of any year provided that it has delivered at least ninety (90) days prior written notice to the Licensor to find a replacement.

(i) The fees above shall be in force for a period of one year. Thereafter the Escrow Agent may alter the fees provided that any increase is part of a general fee increase.

11. DEFAULT IN PAYMENT

If the Licensor fails to pay any fee or charge on its due date, then the Escrow Agent may, after giving the Licensor and Licensee hereunder thirty (30) days prior written notice to make such payment, terminate this agreement and either destroy or return to the Licensor the escrow materials in its possession at the Escrow Agent's option. The remedies above do not exclude any other remedies that are otherwise available to the Escrow Agent. This notice shall be sent to the Contact and Address provided on the most recently dated Schedule C forms received by the Escrow Agent, and shall be conclusively deemed as having been received upon being sent.

12. INSPECTION

For the purpose of insuring that any sealed container delivered to and held by

the Escrow Agent under this agreement remains in a sealed state, either the Licensor or the Licensee may at any time demand to inspect such container at the offices of the Escrow Agent, and the Escrow Agent shall produce such container on a timely basis for inspection.

13. NOTICES

Any notice required to be given in writing under this agreement shall be conclusively deemed to have been given and received when made at the sender's option by fax, email, first class post, courier or prepaid certified or registered post, return receipt requested, to the respective, fax numbers, email addresses or street addresses appearing in this agreement and its Schedules or to such other fax numbers, email address or street addresses as the parties may from time to time direct in accordance with Schedule D.

14. TITLE AND COPYRIGHT

(a) Title to the Software shall remain in the Licensor either in its own right or as agent for the owner. The Escrow Agent shall have title to the physical storage medium but not to the Software residing on it.

(b) Upon a release of Software pursuant to this agreement the Licensee shall have the right to make copies of the Software for the purpose of program execution, back up, support, maintenance and development all restricted to the Licensee's internal use of the Software as permitted in its program license agreement. Release of the Software to the Licensee does not relieve it of its obligation to pay license fees if any under the program license agreement or to expand the scope of use.

15. ANNUAL NOTIFICATION TO LICENSEE

The Licensor shall deliver an activity report in writing to the Licensee no less often than once each year, describing the escrow deposits if any that were made during the preceding year, and shall deliver

to the Escrow Agent no later than thirty (30) days before each anniversary date of this agreement a list of all Licensee who received the activity report. If such a list is not received by the Escrow Agent as specified then the Escrow Agent may, but shall not be obliged to make a report to each Licensees and levy a notification fee as set out in Section 10(d) to be paid by the Licensor for each report delivered by the Escrow Agent.

16. GOVERNING LAW

This agreement shall be governed in accordance with the laws of the State of New York without giving effect to its conflict of laws provisions.

17. ENUREMENT

This agreement shall be binding upon and enure to the benefit of parties and the beneficiaries named by the Licensor and the assignees of each of them. This agreement may not be assigned by the Escrow Agent without the prior written consent of the Licensor.

18. GENERAL

The Escrow Agent may rely on all documents, notices and communications on their face, and is not required to make further inquiry into their authenticity or the veracity of their contents.

END OF TERMS AND CONDITIONS

LIST OF ESCROW PROGRAMS

No.	Program Name	Description	Release No.
1	GenTax®	Version 2 Source Code	
2			
3			
4			
5			
6			
7			

* The Licensor shall deposit updates, if any, to the Software above-listed not less frequently than annually, and such updates shall be considered as included in the Software.

IN WITNESS WHEREOF the parties have by their representatives so authorized executed this agreement to go into force on the date below first mentioned.

ESCROW AGENT:
Lincoln-Parry SoftEscrow, Inc.



Authorized Representative

Audrey Reed

Name

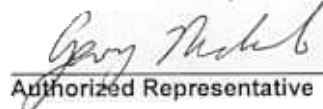
Trust officer

Title

Oct 28/02

Date

LICENSOR:
Fast Enterprises LLC



Authorized Representative

Gary Nichol

Name

Partner

Title

13 September 2002

Date

SCHEDULE A - TERMINATION NOTICE

TO: Lincoln-Parry SoftEscrow, Inc.
400 Inverness Drive, South
Suite 200
ENGLEWOOD, Colorado 80112
Central Fax: 613-839-1362

TAKE NOTICE THAT the Licensor and the Licensee being parties to a Software Escrow Agreement bearing No. No 7290 and dated OCT 28 2002 do hereby terminate the said agreement as of the date of this notice and direct you to deliver the Software thereunder held by you to the Licensor forthwith.

Licensor (INSERT NAME)

Licensee (INSERT NAME)

Authorized Representative

Authorized Representative

Print Name

Print Name

Title

Title

Date

Date

Telephone No.

Telephone No.

Fax No.

Fax No.

E-mail Address

E-Mail Address

SCHEDULE B – NON-DISCLOSURE COVENANT

TO: Lincoln-Parry SoftEscrow, Inc.
400 Inverness Drive, South
Suite 200
ENGLEWOOD, Colorado 80112

Fast Enterprises LLC
169 S Main Street
Suite 401
New City, NY 10956

WHEREAS the Licensor and the Licensee are parties to a Software Escrow Agreement bearing No. 7290 and dated OCT 22 2007 pursuant to which the Software therein shall be released to the Licensee by the Escrow Agent, and;

WHEREAS a prior condition of such release is set out in Section 6(d) of the said agreement, namely that the Licensee must first execute this form of non disclosure covenant and deliver it to the Escrow Agent;

THEREFORE the Licensee covenants as follows for the benefit of the Licensor:

1. To hold the Software in the strictest of confidence, recognizing that it is a valuable trade secret of the Licensor and that its improper disclosure will cause substantial and irreparable injury to the Licensor.
2. To restrict the use of the Software solely and exclusively for the purpose of supporting the Licensee's own installation or the installations of sub-licensees if the Licensee is an authorized VAR or OEM of the Software, and for no other purpose whatsoever. Licensee acknowledges that title to the Software shall at all times remain with the Licensor.
3. To restrict disclosure of the Software or any part thereof to only those of the Licensee's employees or agents who have a bona fide need to know, and who have received written notice of the confidential nature of the Software and have agreed to abide by these restrictions.
4. Other than for back up, not to make any copy, derivation, translation or imitation of the Software, or to use any of its algorithms, designs or architecture in producing another program.
5. To fully observe and perform all other obligations which may bind the Licensee under any other agreement, which exist between it and the Licensor.

LICENSEE: INSERT CORPORATION NAME

Authorized Representative

Print Name

Title

Date

Telephone No.

Fax No.

E-Mail Address

SCHEDULE D – CHANGE OF ADDRESS NOTIFICATION

Lincoln-Parry SoftEscrow, Inc.
400 Inverness Drive, South
Suite 200
ENGLEWOOD, CO 80112
Fax: 613-839-1362
Tel: 303-595-0065

Please be informed of the following change:

No 7 2 9 0

IF TO THE LICENSOR:

IF TO THE LICENSEE:

LICENSOR: INSERT NAME

LICENSEE: INSERT NAME

Mailing Address:

Mailing Address:

Electronic Address:

Electronic Address:

E-Mail:

E-Mail:

Name:

Name:

Title:

Facsimile Address:

Facsimile Address:

Fax No.

Fax No.:

Attention of:

Attention of:

If to the Escrow Agent:

Lincoln-Parry SoftEscrow, Inc.

Mailing Address:

Electronic Address:

**E-Mail:
Title: Trust Officer**

Facsimile Address:

**Central Fax No.:
Attention of: Trust officer**

SCHEDULE E – DIRECTION TO RETURN OR DESTROY

TO: Lincoln-Parry SoftEscrow, Inc.
400 Inverness Drive, South
Suite 200
ENGLEWOOD, CO 80112
Fax: 613-839-1362
Tel: 303-595-0065

RE: Software Escrow Agreement No. **7 2 9 0**
Dated: **OCT 28 2002**
Container No. _____

INSERT CORPORATION NAME represents that all of the software materials in the above cited container have been replaced with more recent versions now lodged with Lincoln-Parry SoftEscrow, Inc. and that no Licensee under the above agreement has no further interest in the software materials in Container No. _____ being returned to **INSERT CORPORATION NAME** or destroyed as per the direction below.

(select one of the following)

- You are hereby directed to **return** the materials above described.
- You are hereby directed to **destroy** the materials above described.

COMPANY NAME: **INSERT LICENSOR NAME**

Authorized Representative

Gary Nichol
Name

Partner
Title

18 October 2002
Date

208.433.9244
Telephone No.

208.433.9863
Fax No.

gnichol@gentax.com
E-Mail Address