November 30, 2017

Gaea Global Technologies, Inc.
Attn: Sury Balasubramanian
Co-Founder
5201 Great American Pkwy, Suite 320
Santa Clara, CA 95054
Email: sury.b@gaeglobal.com

SUBJECT: Contract #05FY18 – Oracle Unifier: Licenses; Migration; Implementation; and Training.

Dear Mr. Balasubramanian:

A Contract is being offered for Oracle Unifier: Licenses; Migration; Implementation; and Training services. Please have an officer of your firm sign two (2) copies of the Agreement and return to this office for signature by Arlington Public Schools. A copy of the fully-executed Contract will be returned to you for your files.

With the signed Agreement you are also required to furnish a completed a Certificate of Insurance naming Arlington Public Schools as an additional insured and referencing Contract #05FY18 in the description line. (Refer to Section 52 of the General Terms and Conditions.

A Purchase Order will soon follow.

Sincerely,

[Signature]

David J. Webb, C.P.M.
Purchasing Director
Office: (703) 228-6127
Cell: (703) 328-5391
Email: david.webb@apsva.us

cc: Aji Robinson, APS Project Oracle Primavera Unifier (GPU) Lead, Design & Construction
Benjamin Burgin, Assistant Director, Design & Construction
Robin Cook, Project Manager, Design & Construction
AGREEMENT #05FY18

Arlington Public Schools
Purchasing Office

CONTRACT TITLE: ORACLE UNIFIER: LICENSES: MIGRATION: IMPLEMENTATION AND TRAINING

This Contract is entered into this ________ day of November, 2017, by and between Gaia Global Technologies, Inc., hereinafter called "Contractor" and Arlington County School Board, operating as Arlington Public Schools through its Purchasing Agent, hereinafter called "APS" or "Owner"; and shall terminate on the last day of the sixtieth (60th) month following execution of the Contract by the APS Purchasing Agent. This duration shall be referred to as the "Contract Term." APS reserves the right, in its sole discretion, to renew the Contract for an additional five (5) year term. This option to renew may be exercised by APS up to but not more than for one (1) additional five (5) year terms ("Renewal Contract Term").

APS and the Contractor, having given adequate consideration, agree that the Contractor will perform all services within the services for Oracle Unifier: Licenses, Migration Implementation and Training (hereinafter "the Work"), in accordance with the Contract; which shall consist of:

CONTRACT DOCUMENTS: This Contract shall consist of the following, all of which are incorporated into and are a part of the Contract, and which, in the event of a conflict, shall be given precedence in the order listed, with any Addendum or Modification having precedence over preceding provisions:

Agreement #05FY18, and all modifications properly incorporated into the Agreement;
1. Appendix A – Scope of Services/Proposal Tab 5. Implementation/Migration Approach
2. Appendix B – General Terms and Conditions;
3. Appendix C – Non Disclosure and Data Security Agreement (Contractor);
4. Appendix D – Contractor Certification Regarding Criminal Convictions;
5. Appendix E – Pricing Schedule;
6. Appendix F – Certificate of Insurance; and,
8. Appendix II – Oracle Amendment One to Oracle Cloud Services Agreement US-CSA-1627327

The following are incorporated by reference:

9. The Request for Proposal (RFP) documents;
10. The Proposal;
11. In the event of a conflict within a Contract Document at the same level of precedence, that provision requiring the higher quality of performance or quantity shall prevail.
12. In the event of a conflict which is not resolved by the foregoing, the Owner shall determine the provision having precedence.

The Work shall be performed in accordance with the above-referenced contract documents and is the complete agreement between APS and the Contractor and may not be altered except by written amendment signed by APS and the Contractor in compliance with the requirements of the Contract Documents.

The signatures of APS and the Contractor, or their authorized representatives, are set out below in acknowledgment and acceptance of this Contract.

ARLINGTON PUBLIC SCHOOLS

Date: November 30, 2017

By: 

David J. Webb, C.P.M.
Director/Purchasing Agent

GAEA GLOBAL TECHNOLOGIES, INC

Type of Business (Corporation, Partnership, Sole Proprietor)

By:

Signature

Typed or Printed Name

Title

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK).
APPENDIX A

SCOPE OF SERVICES

The Scope of Services consists of the following:

The Contractor will be responsible for the documentation updates, test planning, and managing the testing execution. The Contractor will be responsible for updating the documentation. The Contractor will be responsible for third party integrations, any changes required for existing reports, and changes to any customizations.

A. IMPLEMENTATION/MIGRATION REQUIREMENTS

The Contractor will be required to timely, and successfully, complete all of the following tasks:

1. Review existing setup of Oracle Primavera Contract Management Business Intelligence Publisher’s Edition Software Version 14.2.4.0, Build 2551 (PCM) PCM, meet with APS Project Managers and all other stakeholders to identify and recommend any new functionality that could be adopted after implementation of Oracle Primavera Unifier (OPU). Meet with APS staff and other stakeholders as needed, develop an implementation and solutions plan and timeline and schedule for the implementation/migration to Cloud environment.

2. Implement and migrate from PCM to OPU, with all historical data, all current projects (up to ten (10)) and ten (10) completed projects.

3. Ensure all necessary setups required as a result of new OPU features are established to meet the needs of existing APS Construction Management processes and business practices.

4. Ensure all identified process scenarios can be performed to the satisfaction of OPU Lead after each test iteration is performed. Refer to Appendix F; Critical Core Business Processes.

5. Ensure all unique APS business processes Customizations, Extensions, Modifications, Libraries, and Interfaces (CEMLI) from the existing PCM software in use by APS are migrated successfully if functionality is not already in OPU.

6. Ensure all required documentation has been updated.

7. Create and execute the necessary documentation and training to educate APS employees on performing their job functions utilizing the OPU environment.

8. Work successfully with APS Information Services (IS) department and other IS consultants as needed throughout the implementation and migration process.

9. Educate the APS team on the differences and changes they will be required to provide support in the implementation from the PCM to OPU environment.

10. Thirty (30) day Post Implementation Support, go live date that is mutually agreed to and prior to the start of the contacted monthly or yearly support package commencing, may include a possible double entry time frame to ensure accuracy.

11. Total duration of discovery shall not exceed four (4) weeks from the start of the agreed implementation date.
12. Total duration of training shall not exceed six (6) weeks during the implementation phase.

B. IMPLEMENTATION/MIGRATION REQUIREMENTS: ADDED SERVICES (training and continued support)
Besides the Implementation/Migration, the scope of services has the following added services that would need to be performed:

1. **Additional Training of APS consultants.**
   APS currently requires its Architects, Construction Managers and General Contractor’s use and access to PCM. The Contractor will be required to also conduct a number of training sessions for these stakeholders. The prices for these training sessions are based on the unit prices on the Pricing Schedule.

2. **Interconnectivity to other internal software.**
   Review other internally used APS software (Microsoft Office Suite, other APS Oracle software, Adobe professional Bluebeam et. al.) and provide support and solutions for interconnectivity to OPU.

3. **Interconnectivity to other external software.**
   Review other external non-APS software (Newforms, other project manager software et. al.) and provide advice on the interconnectivity probabilities and complexities for interconnectivity to OPU.

4. **Continuing Support**
   APS will require both ongoing technical and functional support to all the users (for example: APS Architects, Construction Managers and General Contractors) during their working hours. Prices for providing this continuing support are included on the Pricing Schedule:
   a. Time and Material per hour rate cost
   b. Bulk Package Cost: 50 hours of support to be used in a year
   c. Bulk Package Costs: 100 hours of support to be used in a year
   d. Unlimited Monthly support to be used in a year (minimum of 500 hours)

C. RESOURCE REQUIREMENTS
The Contractor’s Project Team will include (but not limited to):

- A Project Manager (PM); Solutions Architect team leader
- A Senior Consultant
- Two Junior Consultants (offsite as needed)

The Project Manager will lead the effort with the other positions in support of the Project Manager. The two (2) Junior Consultants can be located offsite and will provide support for the Project Manager as needed either at APS facilities (2770 S. Taylor Street, Arlington) or offsite.

The normal working business hours of Arlington Public Schools are 8:00 AM – 5:00 PM Monday – Friday.

It is expected that the majority of the Contractor’s Project Team will be on site as necessary. APS will allow for a percentage of the Contractor’s team members to be off site. Web conferences can
be utilized for the implementation/migration on a case by case basis upon discussion and approval by APS.

APS will provide network connectivity and desktop telephone service for the Contractor’s Project Team working on site. Computers and other communication devices will be the responsibility of the Contractor. All computers used by the Contractor connecting to the APS network during the project must be approved by APS. The APS PM OPU Lead or Security Officer or designee will examine the device to confirm it meets the APS standards security levels. Devices that do not comply with the APS security policies will not be allowed connectivity to the APS network. To become compliant may require the installation of security software before use on the project.

D. **KEY INFORMATION ABOUT IMPLEMENTATION/MIGRATION APPROACH**

- In addition to the services referenced elsewhere, the Contractor Project Team is responsible for CEMLI migration, documentation updates, training, test planning and managing testing execution. It should be expected that the existing APS staff will continue to support and utilize the existing Oracle PCM application during the implementation/migration process. Due to APS’ limited resources, the preferred approach is one that involves APS staff providing feedback and consultation to the Contractor but APS’ priority is to allow APS staff to focus on working knowledge of the system to enable them to successfully support the implemented version following completion of this project.

- APS will discuss with the Contractor the best solutions to safeguard its historical project database for the long term. The solution may or may not involve additional services from the Contractor. If additional services are required it will be based on the Pricing Schedule for Additional Tasks.

- Total duration of migration shall not exceed twelve (12) weeks from the start of the agreed implementation date

- APS reserves the right to reallocate unused hours between discovery, migration, and training sections, as needed, if other sections lend themselves to needing more time than projected.

E. **DELIVERABLES**

The deliverables of this project, at a minimum, are as follows:

- An assessment of the existing PCM system configuration and process changes required to support the transition from PCM to OPU. The assessment will include listing of report and setup changes that need to occur during the transition and recommendations of specific functionality to be turned on or implemented in the future.

- A detailed OPU implementation plan, schedule with milestones based upon results from initial assessment and Contractor recommendations.

- Step by step roadmap listing each step that needs to be taken during the actual upgrade process.

- Weekly status reports that includes progress of the project, upcoming tasks, issues, and issue resolution.

- Updated configuration documents for all modules.

- New test scripts required because of the implementation/migration.

- Testing results for all cycles.

- Updated training and user support documentation.

- Post production support matrix that documents the knowledge transfer to APS team members.
- Implemented/migrated OPU that seamlessly supports current Construction Management processes.

All Deliverables must be accepted, as defined herein, by the APS Project Manager OPU Leads. Deliverables will be timely submitted in accordance with the (to be negotiated prior to contract award) Deliverable/Milestone Schedule. Within five (5) calendar days of receipt, the APS Project OPU Leads or designee shall review the deliverable and notify the Contractor of either the acceptance of the Deliverable or any changes, corrections, errors or deficiencies that must be addressed. The Contractor will have seven (7) calendar days thereafter to make the changes or to correct any errors, deficiencies or problems with the Deliverable to allow the APS Project Manager OPU Lead to accept the Deliverable. Payment of a Deliverable will not be made until the Deliverable has been accepted by the APS Project OPU Lead. Payment of any future Deliverable(s) will not be made until all the previous Deliverable(s) have been accepted by the APS Project OPU Lead. APS reserves the right to shorten the time the Contractor has to make any changes, corrections, errors deficiencies to a rejected Deliverable if the project completion date will be impacted. Prior to imposing a shorter time period, APS and the Contractor shall agree upon a mutually acceptable date for resolution. Upon Acceptance, the Deliverable shall be eligible for payment in accordance with the Contract Documents.
Tab 5. Implementation / Migration Approach

Overall Approach

Gaea has completed more than 20 OPU implementations/migrations and is currently engaged in several new deployments. A few of our most recent OPU clients include Google, Denver International Airport, West Virginia University, Long Beach City College, UC Merced, Prince George’s County Public Schools, Hampton Roads Sanitation District, Tronox MTN Group, Milwaukee County, and Emaar.

Gaea has completed six OPU public sector state and local implementations/migrations within the last five years for clients including Prince George’s County Public Schools, Denver International Airport, Hampton Roads Sanitation District, West Virginia University, Long Beach City College, and UC Merced.

Gaea is proposing a SaaS solution hosted in the secure Oracle Cloud. All that is needed to access the application is a web browser (application is certified with IE 10, 11, and current versions of Safari, Firefox, and Chrome). No desktop management is necessary nor are any integrations required. Expected bandwidth to use the application from your local browser is 1.5 Mbps or higher. The environment is maintained by Oracle.

Sample timeline for Prince George’s County Public Schools (PGCPS)

<table>
<thead>
<tr>
<th>Track</th>
<th>Sprint</th>
<th>Planned Duration</th>
<th>Actual Duration / Delay / Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>Functional</td>
<td>0 (req gathering)</td>
<td>1 month</td>
<td>2 months. Business users were not available continuously for 1 month to describe requirements and sign off BRD/FDD.</td>
</tr>
<tr>
<td></td>
<td>1 (company-level processes)</td>
<td>1 month</td>
<td>15 days. Due to the extended requirements gathering duration, we started implementation along with requirements gathering.</td>
</tr>
<tr>
<td></td>
<td>2 (cost type business processes)</td>
<td>1 month</td>
<td>15 days. Due to the extended requirements gathering duration, we started implementation along with requirements gathering.</td>
</tr>
<tr>
<td></td>
<td>3 (document/management BP)</td>
<td>1 month</td>
<td>15 days. Due to the extended requirements gathering duration, we started implementation along with requirements gathering.</td>
</tr>
<tr>
<td>Technical</td>
<td>0 (reports)</td>
<td>3 months</td>
<td>6 months. Client asked to first be familiar with the system to provide the requirements for reports and proposed to conduct requirement gathering online.</td>
</tr>
<tr>
<td>1 (integration with EBS)</td>
<td>6 months</td>
<td>8 months. Delay in obtaining requirements from the client. Change in technology approach (Oracle released and planned a Unifier upgrade).</td>
<td></td>
</tr>
</tbody>
</table>

We are following a similar approach for implementation we have used for other successful customers. A high-level implementation schedule for APS is shown below.
Historical Data Migration Approach
Gaea recommends movement of active/ongoing projects from PCM into Unifier and archiving the old/closed projects into the customer data warehouse. Reports can be developed from data warehouse for old/closed projects. Gaea will work with APS and provide a way to migrate legacy data into Unifier if there are statutory/regulatory requirements on keeping legacy data in Unifier.

As requested in the RFP, Gaea will migrate 10 active and 10 completed projects from PCM to Unifier through a combination of a Gaea utility and manual migration.

High-level Long Beach City College proposed vs actual timelines for CM to Unifier migration:

<table>
<thead>
<tr>
<th>Track</th>
<th>Sprint</th>
<th>Planned Duration</th>
<th>Actual Duration/Delay/Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>Functional</td>
<td>0 (CM Evaluation)</td>
<td>15 days</td>
<td>1 month (existing CM implementation team members were not available for briefing)</td>
</tr>
<tr>
<td>Functional</td>
<td>1 (high-level assessment, requirement gathering)</td>
<td>15 days</td>
<td>15 days (requirement-gathering sessions were completed on time)</td>
</tr>
<tr>
<td>Functional</td>
<td>2 (company-level)</td>
<td>1 month</td>
<td>1 month</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>------------------------------</td>
<td>------------------</td>
<td>------------------</td>
<td></td>
</tr>
<tr>
<td><strong>configuration / business</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>processes</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Functional</strong></td>
<td>3 (cost type business processes)</td>
<td>1 month</td>
<td>1 month</td>
</tr>
<tr>
<td><strong>Functional</strong></td>
<td>4 (document business processes / reporting)</td>
<td>1 month</td>
<td>1.5 months (report development delayed until document BPs were fully approved.)</td>
</tr>
<tr>
<td><strong>Migration</strong></td>
<td>Data migration</td>
<td>1 month</td>
<td>1 month (Gaia electronic utility helped with data migration and meeting our committed delivery date)</td>
</tr>
</tbody>
</table>

**LBCC lessons learned**
- Users envision requirements better when they see prototypes of the actual system.
- Making correct configuration decisions early is the key to a successful Unifier deployment.
- Lift and shift of CM processes to Unifier was done in conjunction with process improvements.
- Reports assessment should have been done along with implementation.
- On multiple systems, define the system of record as early as possible.

**Potential Risk and Mitigation**

<table>
<thead>
<tr>
<th>Risk</th>
<th>Mitigation</th>
</tr>
</thead>
<tbody>
<tr>
<td>System user acceptance</td>
<td>Engage with the core APS team as often and early as possible with regards to determining deliverables throughout the planning and implementation process. Continually acquire APS management and super-user's vision and feedback to ensure that the new solution meets and exceeds expectations at all levels.</td>
</tr>
<tr>
<td>Frequent requirement changes</td>
<td>Use the business requirements document as a starting point and then work in an agile way seeking APS feedback with revising the BP workflows to finalize implementation.</td>
</tr>
<tr>
<td>Key APS resource availability</td>
<td>Optimize strategy which will be a mix of onsite sessions, work in shorter sessions, engage in remote sessions wherever possible, take offline feedback.</td>
</tr>
</tbody>
</table>

**Training and Change Management**

**Training**

Gaia proposes an onsite train-the-trainer methodology for an efficient and effective rollout.
Gaea is a Project Management Institute (PMI) registered project management-training provider. We are uniquely qualified and positioned to design, develop, and deliver Oracle Primavera EPPM and Unifier training to our clients. Our instructors are Primavera Unifier Cloud Service 2016 certified implementation specialists with years of real-world experience and expertise using Primavera software in global client engagements.

This experience and knowledge is shared in every training engagement through workshops, discussions, and mentoring to help apply our professional background to meet our clients' immediate business needs.

Internal campaigns will support administrative and departmental users as subject-matter experts (SMEs). Two training sessions are within scope of this proposal, one nearing the POC, and a second before JAT / go-live. If expanded training or shadowing is deemed a requirement, arrangements can be made.

Gaea and APS staff will create a specific plan that pulls from our prior experience and lessons learned in similar client implementations. This plan will solidify within the first iteration phase, along with business assessment, and executive introduction of the Primavera suite of products to be implemented.

<table>
<thead>
<tr>
<th>Training Scope</th>
<th>Duration</th>
<th>Audience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primavera Unifier SaaS Administrator</td>
<td>2 days</td>
<td>Administrator / system administrator</td>
</tr>
<tr>
<td>Unifier End-user Training</td>
<td>4 days</td>
<td>Train-the-trainer end users</td>
</tr>
</tbody>
</table>

**Primavera Unifier Administrator Course Topics**
- BP configuration
- Workflows
- Shell creation
- Administration levels and roles
- Permissions
- Data definition / dataset values
- Describe relationships between owner and partner companies
- Users / groups management

**Primavera Unifier End-user Training Course Topics**
- Terminology
- Log in and out
- Understanding the interface
- Navigation tabs / home tab
- Company workspace tab / projects tab
- The navigator
- Modes
- Nodes
- Bookmarks
- Links
- User preferences
- Email notifications
- BPs
- Forms
- Workflows
- BP listing
- Summary
- Alerts
- uMail
- Collaboration
- Document Manager
- Reports
- Creating a new report

Training documentation includes Unifier documentation included with the SaaS subscription and additional training material provided by Gaea.

**Other Scope**

Gaea will take a train-the-trainer approach for end-user training, including:

- Lead the development of a training strategy and advise your training team in the design and development of end user training
- Lead a Primavera User Productivity Kit (UPK)-based training development workshop (Oracle UPK application purchase required)
- Deliver a train-the-trainer workshop leveraging your developed training material.

Oracle’s UPK application is of value in providing on-demand training and user guides to help supplement in-person training efforts and help reduce the cost of solution support.

**Testing**

Gaea prepares unit-acceptance test cases, user-acceptance test cases, performance criteria, and security test cases and get it approved by customers. All test case documents/scripts are reviewed by clients and approved before testing begins. Gaea performs the testing described below and provides detailed test results.
Technical testing (unit testing). In the Unifier development instance, we perform unit testing based on Unifier uDesigner and Unifier configurations. A test unit is the smallest testable part of Unifier as it flows from shell hierarchy, data definition, data elements, business process, templates, forms, workflow, configuration, and user access.

Functional testing is based on user acceptance test cases and end-to-end testing per user. After we successfully complete internal testing with the technical and functional teams, we move tested processes in UAT to the client end-to-end testing. We provide test scripts to APCS for approval and move the approved processes into production. Once the processes are moved into production, Gaea will re-test processes under the test project in production together with client. After final UAT’s approval, Gaea will push processes live for business users. A user manual will also be provided.

Performance testing is the process of evaluating the quality or capability of a product. We provide the acceptance time for individual system components. Users verifies the performance on production environment before final sign off.

Security testing. The proposed Unifier implementation is hosted in the Oracle Cloud. Oracle Cloud has passed all the necessary security checks required by federal and state government policies. Oracle Software Security Assurance (http://www.oracle.com/us/support/library/software-security-assurance-2293569.pdf) policies are available for APCS to confirm security analysis and testing, if so desired.

Gaea use Jira, Excel, Word and Google Docs to track the testing stage. Jira is used to track development, review, and acceptance of test scripts. Excel is used to track test execution. Word and Google Docs are used for individual test-case execution and detailed step-by-step results.

Gaea provides the master test plan as part of our document delivery on requirement signoff. The master test plan identifies the scope, strategy, approach, and details of the testing phases including the testing schedule, resources, environment requirements, and mechanism for documenting and tracking test results. Development of the master test plan starts simultaneously with project initiation. The master test plan is the most critical test plan document, as it serves as a record communication tool to ensure that key project team members and stakeholders are in alignment with the overall test effort and strategy.

As part of our testing approach, we:

- Identify test scopes
- Finalize the test approach
- Perform design and code / configuration reviews
- Generate test metrics for reporting
- Generate unit test cases, system test cases, integration test cases, and user-acceptance test cases
Manage defects

**Issue Tracking**

Gaia's project manager will specify the communication matrix and project-monitoring process. The communication matrix which will be used throughout implementation follows below.

<table>
<thead>
<tr>
<th>Communication</th>
<th>Mode</th>
<th>Purpose</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weekly Status Report</td>
<td>Email / conference call</td>
<td>Communicate project status, issues, changes timelines and any other item which pertains to delivery</td>
<td>Weekly</td>
</tr>
<tr>
<td>Routine project</td>
<td>Email / conference call</td>
<td>Daily communications, clarifications, submission of deliverables</td>
<td>As and when required</td>
</tr>
<tr>
<td>communications</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Steering Committee</td>
<td>Email / conference call / Onsite meeting</td>
<td>Management report</td>
<td>Monthly</td>
</tr>
<tr>
<td>Meeting</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Action Item /MOM</td>
<td>Unifier Business Process</td>
<td>We recommend using Unifier for managing the Implementation project. Action items and MOM can easily be tracked using Unifier BPs and can have a custom workflow defined for APS</td>
<td>As and when required</td>
</tr>
<tr>
<td>tracking</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Tools and Techniques:**

Per requirements, tools used to track each stage.

<table>
<thead>
<tr>
<th>Stage</th>
<th>Tools</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Project</td>
<td>Excel, JIRA, Primavera P6 EPPM, Unifier</td>
</tr>
<tr>
<td>Management</td>
<td>BitBucket</td>
</tr>
<tr>
<td>Configuration Management</td>
<td>Excel, JIRA</td>
</tr>
<tr>
<td>Testing</td>
<td>Excel, JIRA</td>
</tr>
<tr>
<td>Reviews</td>
<td>Excel, JIRA</td>
</tr>
</tbody>
</table>
### Other Services/Requirements

**Google**

<table>
<thead>
<tr>
<th>Project</th>
<th>Primavera Consulting Services for Google Data Center Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Components</td>
<td>Oracle Primavera Project Manager, Oracle Primavera Contract Management, Oracle EBS, integrated web-based application</td>
</tr>
<tr>
<td>Contact Name, Title</td>
<td>Amit Goel, Technical Business Analyst</td>
</tr>
<tr>
<td>Business Address</td>
<td>1600 Amphitheatre Parkway</td>
</tr>
<tr>
<td>Email / Phone</td>
<td>Amit Goel (<a href="mailto:amitgoel@google.com">amitgoel@google.com</a>)</td>
</tr>
<tr>
<td>Duration</td>
<td>2013-present</td>
</tr>
</tbody>
</table>

**Project details:** Google spends up to $7.3 billion each year for construction of data centers across the globe. To manage such large-scale capital construction projects, Google has chosen following applications:

- Oracle Primavera Project Management to review external contractor schedules, manage owner-centric schedules.
- Oracle Primavera Contract Management: perform contract management including project creation, contracts (budgeted and committed), change orders, and other modules, e.g. meeting minutes, submittals etc.
- Oracle Financials (EBS) for managing invoices.

Google selected Gaea for implementation and management of Oracle Primavera and Contract Management for the Google Data Center design engineering team. Gaea provided systems, process, and architectural support surrounding Primavera scheduling and cost controls. Gaea was involved in producing the CPM specification that outlined use of Primavera P6 to external contractors working with Google. Gaea also worked with the business applications team in corporate engineering to create a web-based application built on top of Primavera P6 and Contract Management summarizing project progress of data center builds, enabling core cost control for DC projects, and enabling workflow approvals on contracts and change orders. The application is widely used within the data-center team and adjacent groups in Google to plan and manage large DC builds worldwide. Gaea is currently
working on development of integration between Project Manager, Contract Management, and Oracle Financials to develop cash-flow forecasts for 400+ projects.

Gaea is continuously involved with Google in upgrading Primavera applications, developing reports, building integrations to other applications, modification of existing business processes, developing training material, new user training, and developing the future roadmap for. Gaea is also helping Google evaluate replacement of Primavera Contract Management with available similar contract management tools.

<table>
<thead>
<tr>
<th>Project</th>
<th>Primavera Consulting services</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Components</td>
<td>Oracle Primavera Project Manager, EcoSys, Oracle EBS, integrated web-based application</td>
</tr>
<tr>
<td>Business Address</td>
<td>1600 Amphitheatre Parkway</td>
</tr>
<tr>
<td>Name/Email/Phone</td>
<td>Himani Shah /hshah@google.com, +1 650-253-7150</td>
</tr>
<tr>
<td>Duration</td>
<td>2015–present</td>
</tr>
</tbody>
</table>

**Project details:** Google Fiber spends more than $1 billion per city for construction of its fiber network. Currently Google Fiber is active in more than 10 US cities. Google Fiber selected the following applications for managing their capital construction projects:

- Primavera Project Management to review external contractor schedules, manage owner-centric schedules.
- EcoSys: performing contract management including project creation, contracts (budgeted and committed), change orders and other modules, e.g., meeting minutes, submittals etc.
- Oracle Financials (EBS) to manage invoices.

Gaea has been heavily involved in the end-to-end rollout of Primavera P6 and EcoSys at Google Fiber. Gaea was involved in tool selection of Primavera P6, wrote the initial requirements for cost and schedule management, and implemented Primavera P6 end-to-end.
Gaea's personnel became intimately familiar with Google Fiber's business process as part of this rollout. Gaea enabled Primavera data to be made available to Google's reporting infrastructure. The Gaea team at Google also collaborated with Google Fiber to author the P6 general specifications for EPC as part of the transition and were key contributors to the general templates utilized in tracking various Fiber projects. Gaea has been the key architects of the data-entry and report-visualization tools that Fiber uses, and built a layer of tools on top of P6 that facilitate vendor engagement, schedule exchanges, and collaboration. We have provided services to develop standardized reporting, locate data errors, facilitate cost reporting, and onboard controls personnel in new cities.

Gaea also provides scheduling assistance at each metro, plus regional leads that provide project schedule controls including initial and progression schedule analysis of CPM cost-loaded schedules. The analysis and subsequent reporting outlines strengths, weaknesses, opportunities, and threats the project team can act upon to obtain the highest probability of project success.

Gaea is continuously involved with Google Fiber via upgrading Primavera applications, developing reports, building integrations with other applications, modifying existing business processes, developing training material, training new users, and developing roadmaps for the future.

Gaea wrote the use cases, evaluation criteria, and RFP requirements for Google's cost control and contract management tool selection. Additionally, Gaea provided strategic direction to Google Fiber regarding tool selection and was heavily involved in the implementation of the cost control system at Google.

**Denver International Airport**

<table>
<thead>
<tr>
<th>Project</th>
<th>Portfolio management and project controls upgrade (web-based construction project management system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name, Title</td>
<td>Mark Nagel, Director, IT Operations</td>
</tr>
<tr>
<td>Business Address</td>
<td>Airport Infrastructure Management</td>
</tr>
</tbody>
</table>
E-mail / Phone  Mark.Nagel@flydenver.com / 303.342.4321

Service Dates  2014, deployment completed within 120 days.

Project details: The Unifier deployment was focused on capital project portfolio management. Project controls capabilities became the high priority for DIA, chartered with managing $500M/year capital improvement programs, and $120M/year operations and maintenance programs, a total of 200+ projects per year. Implemented full color-of-money bonds allocated to capital programs. The transition from their Oracle Primavera CM 13 to Unifier Project Controls and Document Management was 120 days from NTP. DIA was the first client which went from on-premise P6 to Cloud P6. This supported DIA’s specific defined functional requirements. Gaea had ten staff members involved at different resource levels.

Gaea Relationship with OPU Product Support
Gaea co-founder came from Oracle's Primavera team with vast knowledge of Primavera products development. Gaea has a long and solid business relationships with Oracle as a Platinum Partner. Oracle recognizes Gaea as a go-to and development partner with a proven track record of implementing, configuring, and migrating from Primavera Contract Management to Primavera Unifier. Gaea was the only Oracle partner to co-develop the Unifier Facilities Management and Real Estate (FMRE) module.

Gaea implementations are configured and supported by highly-knowledgeable experts. Gaea’s Platinum status allows Gaea with unlimited access to Oracle’s partner resources, including dedicated business consultants, customer support, boot camps, seminars, and educational courses. Our consultants have access to current Primavera Unifier’s latest news, patches, updates, and releases. Gaea can react quickly in providing latest updates and facilitating with end user enhancement requests in collaboration with Oracle product development team. With Oracle and Gaea working closely with clients such as APS on software enhancements will result in win/win/win for all.

Gaea’s support packages as offered in the pricing section, APS will receive functional and technical assistance including post-implementation mentoring and strategic long-term plan recommendations and advice.
APPENDIX B

GENERAL TERMS AND CONDITIONS

1. CONTRACT DOCUMENTS
The Contract Documents consist of:

- Agreement #05FY18, and all modifications properly incorporated into the Agreement;
- Appendix A – Scope of Services/Proposal Tab 5. Implementation/ Migration Approach;
- Appendix B – General Terms and Conditions;
- Appendix C – Non Disclosure and Data Security Agreement (Contractor);
- Appendix D – Contractor Certification Regarding Criminal Convictions;
- Appendix E – Fee Worksheet Summary and Fee Schedule;
- Appendix F – Certificate of Insurance;
- Appendix G – Oracle Cloud Service Agreement US-CSA-1627327; and,
- Appendix H – Amendment One to US-CSA-1627327.

The following are incorporated by reference:

- The Request for Proposals (RFP) documents; and
- The Proposal

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents.

The Contract Documents set forth the entire Agreement between APS and the Contractor. APS and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein below as the “Contract” or “Agreement.”

2. SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (hereinafter the “Work”). The primary purpose of the Work is to obtain the services of qualified Contractors to assist APS. The Scope of Work is more fully described in Appendix A. The Contract Documents set forth the minimum work estimated by APS and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost for the compensation set forth in the Contract, 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 shall be construed to limit the Contractor’s responsibility to manage the details and execution of its Work.

3. STANDARD OF CARE
In the performance of the Work, the Contractor and all its agents shall exercise the highest degree of skill and care normally accepted as the highest level of practices and procedures by members of the same profession for comparable work in the Counties of Arlington, Fairfax, Loudoun and Prince William and the City of Alexandria, Virginia.

4. RESPONSIBILITY OF THE CONTRACTOR
The Contractor shall be responsible for the quality, technical accuracy, and the coordination of all deliverables and other services furnished by the Contractor under this Agreement. The Contractor shall, without additional compensation, correct, or revise any errors or deficiencies that significantly affect the Work product, as determined by the Project Officer, which are discovered within a twelve-month period of final completion of Work.
5. **RESPONSIBILITY FOR CLAIMS AND LIABILITIES**

   APS' review, approval, or acceptance of, or payment for, any services or deliverables required under the Contract shall not be construed to operate as a waiver by APS of any rights or of any cause of action arising out of the Contract. The Contractor shall be and remains liable to APS for the accuracy and competency of deliverables, plans, specifications, or other documents.

6. **CONTRACT TERM**

   The Contract Term shall commence from the date the Purchasing Agent fully executes the Contract and shall terminate on the last day of the sixty-sixth (66th) month from that date. The contract may be renewed at the expiration of its term if authorized and mutually agreed upon by both parties. Such renewal may be for one (1) five (5)-year period.

7. **PAYMENT**

   7.1 Unless otherwise specified in this Contract, payment will be made on partial deliveries accepted by the APS if the amount due on the deliveries warrants it and the Contractor requests it.

   7.2 Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Fee Work Sheet of Attachment A providing that all elements of that line have been completed as described in the portion of Section B of this Contract related to that line item.

   7.3 Payment of a Deliverable will not be made until the Deliverable has been accepted by the APS Project OPU Lead. Payment of any future Deliverable(s) will not be made until all the previous Deliverable(s) have been accepted by the APS Project OPU Lead.

8. **PROJECT OFFICER**

   The performance of the Contractor is subject to the review and approval of the APS Project Officer (“Project Officer”) who shall be appointed by the Director of the APS Office requesting the Work. It shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under the Contract Documents.

9. **ADJUSTMENTS FOR CHANGE IN SCOPE**

   APS may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by APS and the Contractor.

10. **ADDITIONAL SERVICES**

    The Contractor shall not be compensated for any goods or services provided except those included in the Task Work Order unless those goods or services are covered by a written amendment to this Agreement or to the applicable Task Work Order, signed by APS and the Contractor and an APS purchase order is issued covering the expected cost of such goods or services.

    APS may determine the need for additional work by the Contractor. Upon a request from APS, the Contractor shall prepare a cost proposal for any such work. No additional services shall be performed unless a written amendment to this Agreement or the applicable Task Work Order has been executed by both parties.

    Additional services agreed upon by the parties will be billed at the rates set forth in Appendix E.
11. **REIMBURSABLE EXPENSES**

All expenses shall be included in the Firm Fixed Price for provision of OPU Software. APS shall not approve any request for reimbursement submitted by the Contractor.

11.1 **REIMBURSABLE TRAVEL-RELATED EXPENSES**

All travel-related expenses shall be included in the Firm Fixed Price for provision of OPU Software. APS shall not approve any request for reimbursement of travel-related expenses submitted by the Contractor.

Non-reimbursable Expenses: The following expenses are not allowable for reimbursement and should not be included in Firm Fixed Price:

a. Alcoholic beverages
b. Personal phone calls
c. Self-entertainment activities (i.e. pay TV, movies, night clubs, health clubs, theaters, bowling)
d. Personal expenses (i.e. laundry, valet, haircuts)
e. Personal travel insurance (i.e. life, medical, or property insurance) for air fare or rental cars.
f. Auto repairs, maintenance and insurance costs for personal vehicles
g. Travel expenses incurred to obtain or maintain training and/or certificates that are not associated with an employee's job requirements.
h. If APS adopts different rates for its employees, the adopted rates shall prevail.

12. **PAYMENT OF SUBCONTRACTORS**

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

a. Pay the subcontractor for the proportionate share of the total payment received from APS attributable to the work performed by the subcontractor under this Contract; or

b. Notify APS 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 that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from APS for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of the subcontract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of APS. 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.
13. NON-APPROPRIATION*
All funds for payments by APS under this Contract are subject to the availability of an annual appropriation for this purpose by APS School Board. In the event of non-appropriation of funds by APS School Board for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, APS will terminate the Contract, without termination charge or other liability to APS, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) calendar days prior written notice, but failure to give such notice shall be of no effect and APS shall not be obligated under this Contract beyond the date of termination specified in APS’s written notice.

14. ARLINGTON PUBLIC SCHOOLS PURCHASE ORDER REQUIREMENT*
Purchases by Arlington Public Schools are authorized only if a Purchase Order is issued in advance of the transaction. Contractors providing goods or services without a signed Purchase Order, do so at their own risk, and will not be reimbursed for any goods or services provided prior to the date of the signed Purchase Order. Arlington Public Schools will not be liable for payment of any purchases made by its employees without appropriate purchase authorization issued by Arlington Public Schools Purchasing Agent.

15. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL AND SUBCONTRACTORS
The key personnel and sub-contractors submitted by the Contractor in its Proposal and thereafter accepted by APS are considered essential to the Contractor’s qualifications. The Contractor may not replace, substitute or augment any key personnel or sub-contractor without prior written approval of APS. A request to replace or substitute any key personnel or subcontractor for any reason, shall be provided to the APS Project Officer at least fifteen (15) calendar days in advance of such proposed replacement or substitution and the request shall contain sufficient justification, including identification of the proposed replacement or substitute and their qualifications, in sufficient detail to permit evaluation by APS.

16. PROJECT STAFF
APS has the right of reasonable rejection and approval of staff or subcontractors assigned to the Project by the Contractor. If APS reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to APS in a timely manner and at no additional cost to APS. The day-to-day supervision and control of the Contractor’s employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

17. SUPERVISION BY CONTRACTOR
The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall only employ on the work persons reasonably proficient in the work assigned.

18. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED*
During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontract or vendor.

19. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

   In accordance with §2.2-4311.1 of the Virginia Code, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

20. **DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

   During the performance of the work pursuant to this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

   For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor by APS in accordance with the APS Purchasing Resolution, the employees of which Contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

21. **TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT: CURE**

   The Contract shall remain in force for the initial Contract Term or any Renewal Contract Term(s) and until APS determines that all of the following requirements and conditions have been satisfactorily met: APS has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, APS shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by APS in its discretion.

   If APS determines that the Contractor has failed to perform satisfactorily, then APS will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be
terminated for the Contractor’s failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by APS prior to such termination unless otherwise barred by the Contract (“Termination Costs”). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to APS Project Officer within fifteen (15) calendar days after the expiration of the Cure Period. APS may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter. No Termination Costs shall be payable to Contractor until APS has determined all costs related to or arising from Contractor’s default, including but not limited to costs of delay, re-procurement, correction and completion. If such costs to APS are less than the Termination Costs, the difference will be paid to Contractor by APS. If such costs to APS exceed the Termination Costs, Contractor shall pay the difference to APS within thirty (30) days following issuance by APS of the statement of the amount due.

Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to APS, and APS shall be entitled to recover, all damages to which APS is entitled by this Contract or by law, including, and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by APS to the Contractor under the Contract and all reasonable attorney fees and costs, including but not limited to normal and customary costs of litigation and witness fees incurred by APS to enforce any provision of this Contract.

Except as otherwise directed by APS in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to have been without sufficient justification or otherwise improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

22. TERMINATION FOR THE CONVENIENCE OF ARLINGTON PUBLIC SCHOOLS
The performance of Work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in APS’ best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) calendar days before the date of termination, specifying the extent to which performance of the Work is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by APS prior to such termination and any other direct costs established by the Contractor as having been caused by the termination, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to APS; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

23. INDEMNIFICATION* (NOTE: Virginia law does not permit a public body to contract for the indemnification of others; cross indemnity provisions are not acceptable)
The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify APS, and all of its elected and appointed officials, officers, current and former employees, agents, Offices, agencies, boards, and commissions (collectively "APs" for purposes of this section) from and against any and all claims made by third parties or by APS for any and all losses, damages, injuries, fines, penalties, costs (including costs of litigation as defined above and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions or errors in performance or nonperformance of its Work called for by the Contract Documents, whether such act or omission or error is attributable to Contractor, subcontractor, any material supplier, or anyone directly or indirectly employed by them, called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract.

If any action or proceeding relating to the indemnification required by this Section is brought against APS, then upon written notice from APS to the Contractor, Contractor shall at Contractor's expense, resist or defend such action or proceeding by counsel approved by APS in writing, such approval not to be unreasonably withheld, but no approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend same.

If, after Notice by APS, the Contractor fails or refuses to save, defend, hold harmless and/or indemnify APS, the Contractor shall be liable for and reimburse APS for any and all expenses, including but not limited to, reasonable costs as defined above and attorney's fees incurred and settlements or payments made. The Contractor shall pay such expenses upon demand by APS and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

Contractor understands and agrees that it is Contractor's responsibility to provide indemnification to APS pursuant to this section. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements and the failure of Contractor's insurance to fully fund any indemnification shall not relieve the Contractor of any obligation assumed under this indemnification.

24. INTELLECTUAL PROPERTY INDEMNIFICATION*

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify APS, and all of its officers, officials, Offices, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including costs as defined above and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by APS. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by APS, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse APS for any and all expenses, including but not limited to, reasonable costs as defined above and attorney's fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by APS and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.
25. **COPYRIGHT**

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to APS all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Agreement. The Contractor further agrees to execute such documents as APS may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to APS by this paragraph are irrevocable. Notwithstanding anything else in this Agreement, the Contractor's remedy in the event of termination of or dispute over the terms of this Agreement shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement is prohibited unless APS approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Agreement.

26. **OWNERSHIP AND RETURN OF RECORDS**

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose APS' data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of APS' request for services under this Contract, are the exclusive property of APS ("Record" or "Records"), and all such Records shall be provided to and/or returned to APS upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of APS. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At APS' request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at APS's request, shall destroy all computer records created as a result of APS' request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract. No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

27. **CONFIDENTIAL INFORMATION**

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all APS information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, proprietary systems, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to
ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

28. DATA SECURITY
The Contractor agrees that it shall hold all APS data obtained or accessed as a result of its work under this Contract confidential in accordance with the Nondisclosure and Data Security Agreement attached hereto. If individual employees or subcontractors of the Contractor are performing work under this Contract on APS-owned property, then such individual employees or subcontractors shall be required to sign a separate Nondisclosure and Data Security Agreement, which shall be incorporated by reference into this Contract, prior to performing any work or being allowed access to APS data.

The Contractor shall hold APS Information in the strictest confidence and comply with all applicable APS security and network resources policies as well as all local, state and federal laws or regulatory requirements concerning data privacy and security. The Contractor shall develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted APS Information received from, created or maintained on behalf of APS and strictly control access to APS Information. For purposes of this provision, and as more fully described in this Contract and APS's Non-Disclosure and Data Security Agreement (NDA), "APS Information" (also referred to as "APS Data" or "data") includes, but is not limited to, electronic information, documents, data, images, and records including, but not limited to, financial records, personally identifiable information, Personal Health Information (PHI), personnel, educational, voting, registration, tax or assessment records, information related to public safety, APS networked resources, and APS databases, software and security measures which is created, maintained, transmitted or accessed to perform the work under this Contract.

(a) APS' Non-Disclosure and Data Security Agreement (NDA). The Contractor shall require that an authorized Contractor designee, and all key employees, agents or subcontractors working on-site at APS facilities or otherwise performing non-incidental work under this Contract, sign the NDA (attached as an Appendix hereto) prior to performing any work or permitting access to APS networked resources, application systems or databases under this Contract. A copy of the signed NDAs shall be available to APS Project Officer upon request.

(b) Use of Data. The Contractor shall ensure that the use, distribution, disclosure or access ("use") to APS Information and APS networked resources shall not occur in an unauthorized manner. Use of APS Information for other than as specifically outlined in this Contract is strictly prohibited unless such other use is agreed to in writing by the parties. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of APS Information and any non-compliance with this DATA SECURITY AND PROTECTION provision or any NDA.

(c) Data Protection. The Contractor agrees that it will protect APS Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data, proprietary and/or confidential information. The Contractor shall provide to APS a copy of its data security policy and procedures for securing APS Information and a copy of its disaster recovery plan(s). The Contractor shall provide, if requested by APS, on an annual basis, results of an internal Information Security Risk Assessment provided by an outside firm.
(d) **Data Sharing.** Except as otherwise specifically provided for in this Contract, the Contractor agrees that it shall not share, disclose, sell or grant access to APS Information to any third party without the express written authorization of the APS Chief Information Security Officer or designee.

(e) **Security Requirements.** The Contractor shall maintain the most up to date anti-virus, industry accepted firewalls and/or other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact or store APS Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store APS Data into hard drives must provide data at rest encryption. Significant deviation from these standards must be approved by the APS Chief Information Security Officer or designee, the downloading of APS information onto laptops or other portable storage medium is prohibited without the express written authorization of the APS Chief Information Security Officer or designee.

(f) **Data Protection Upon Conclusion of Contract.** Upon termination, cancellation, expiration or other conclusion of this Contract, the Contractor shall return all APS Information to APS unless APS requests that such data be destroyed. This provision shall also apply to all APS Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall complete such return or destruction not less than thirty (30) calendar days after the conclusion of this Agreement and shall certify completion of this task, in writing, to APS Project Officer.

(g) **Notification of Security Incidents.** The Contractor agrees to notify the APS Chief Information Officer and APS Project Officer within twenty-four (24) hours of the discovery of any unintended access to, use or disclosure of APS Information.

(h) **Subcontractors.** To the extent the use of subcontractors is permitted under this Contract, the requirements of this entire section shall be incorporated into any subcontractor agreement entered into by the Contractor and any data sharing shall be compliant with these security and protection requirements and the NDA. In the event of data sharing, subcontractors shall provide to the Contractor a copy of their data security policy and procedures for securing APS Information and a copy of their disaster recovery plans.

29. **ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference Article 9 of the APS Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia 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 16 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer is made without collusion or fraud and 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 purchase 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.

30. **ARLINGTON PUBLIC SCHOOLS EMPLOYEES**

No employee of Arlington Public Schools, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise there from which is not available to the general public.
31. FORCE MAJEURE
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

APS shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of APS that make performance impossible or illegal, unless otherwise specified in the Contract.

32. AUTHORITY TO TRANSACT BUSINESS*
The Contractor shall pursuant to Code of Virginia §2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the initial Term and any Renewal Contract Term(s).
A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of APS.

33. RELATION TO ARLINGTON PUBLIC SCHOOLS*
The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of APS. APS will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. APS will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, APS will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by APS for its employees.

34. ANTITRUST
By entering into this Contract, the Contractor conveys, sells, assigns and transfers to APS all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by APS under this Contract.

35. REPORT STANDARDS
Reports or written material prepared by the Contractor in response to the requirements of this Contract or request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to APS, The Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- Report cover or binder shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
• Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper should be avoided.

36. **AUDIT**
The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. APS or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the initial Contract Term or any Renewal Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which APS does not have ready access) within five (5) years after final payment, the Contractor shall notify APS at least thirty (30) days prior to such disposal, and if APS objects, shall not dispose of the records.

37. **ASSIGNMENT**
The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of APS.

38. **AMENDMENTS**
This Contract shall not be modified except by written amendment executed by persons duly authorized to bind the Contractor and APS.

39. **ARLINGTON PUBLIC SCHOOLS PURCHASING RESOLUTION AND ARLINGTON PUBLIC SCHOOLS POLICIES**
Notwithstanding any provision to the contrary herein, no provision of the Arlington Public Schools Purchasing Resolution or any applicable APS policy is waived in whole or in part.

40. **DISPUTE RESOLUTION**
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in accordance with the Arlington Public Schools Purchasing Resolution.

A copy of the Arlington Public Schools Purchasing Resolution is available upon request from the Office of the Purchasing Agent.

41. **APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

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

43. **NONEXCLUSIVITY OF REMEDIES**
All remedies available to APS under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to APS at law or in equity.

44. **NO WAIVER**
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.
45. **SEVERABILITY**
   The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

46. **NO WAIVER OF SOVEREIGN IMMUNITY**
   Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by APS pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of APS. The parties intend for this provision to be read as broadly as possible.

47. **SURVIVAL OF TERMS**
   It is the intent of the parties that any provision of the Contract Documents which by its content is intended to survive the expiration or termination of this Contract, whether or not specifically so stated. Without in any way limiting the foregoing, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO ARLINGTON PUBLIC SCHOOLS; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; CONFIDENTIAL INFORMATION, AND DATA SECURITY AND PROTECTION.

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

49. **AMBIGUITIES**
   Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

50. **NOTICES**
   Unless otherwise provided herein, all notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

   **TO THE CONTRACTOR: (TO BE COMPLETED ON CONTRACT AWARD)**

   **TO ARLINGTON PUBLIC SCHOOLS PROJECT MANAGER:**

   Ajibola Robinson  
   Project Manager  
   Arlington Public Schools  
   Design & Construction Services  
   2770 South Taylor Street  
   Arlington, VA 22206

   APS Project Officer (refer to section headed Project Officer under the Contract Terms and Conditions section (Contractor shall request address from Project Officer);

   **AND TO:**
51. **NON-DISCRIMINATION NOTICE**
APS does not discriminate against faith-based organizations.

52. **INSURANCE REQUIREMENTS**
The Contractor shall provide to the APS Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverages below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverage's must be acquired from insurers authorized to do business in the Commonwealth of Virginia, rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of A.M. Best Co., and acceptable to APS. The minimum insurance coverage shall be:

a. **Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage** including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. APS will not accept W/C coverage issued by the Injured Workers Insurance Fund, Towson, MD.

b. **Professional Liability and/or Miscellaneous Errors and Omissions** - The Contractor shall carry Professional Liability and/or Miscellaneous Errors and Omissions insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the contract, in the amount of $1,000,000.

c. **Commercial General Liability** - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

d. **Business Automobile Liability** - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

e. Arlington Public Schools, its officers, elected and appointed officials, employees and agents, are to be named as additional insureds under all coverages except Workers' Compensation, Errors and Omissions, and Automobile Liability, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects APS, its officers, elected and appointed officials, agents and employees. The following definition of the term "APS" applies to all policies issued under the Contract:
"APS School Board and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, Authority, Committee, or Independent Agency is either a Body Politic created by the School Board of Arlington Public Schools, Virginia, or one in which controlling interest is vested in Arlington Public Schools"
f. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington Public Schools, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and APS notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

h. Contract Identification - The insurance certificate shall state this Contract's number and title.

i. Intellectual Property Infringement Insurance.

The Contractor must disclose the amount of any deductible or self-insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. APS reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, APS may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for APS.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to APS immediately upon request by APS.

No acceptance or approval of any insurance by APS shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to APS for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may NOT satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required.
53. **ACCESSIBILITY OF WEB SITE**

If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any APS websites, or APS' presence on other party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Office of Justice document entitled “Accessibility of State and Local Government Websites to People with Disabilities.” The document is located at: [http://www.ada.gov/websites2.htm](http://www.ada.gov/websites2.htm).

54. **ARLINGTON COUNTY BUSINESS LICENSE**

The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code. For further information on the provisions of this chapter and its applicability to this contract, contact the Arlington County Business License Division, Commissioner of the Revenue of Arlington, Virginia, Telephone Number (703) 228-3060.

55. **SUBCONTRACTS**

The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the State in which the work under this contract is to be performed.

The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

Nothing contained in this contract shall create any contractual relationship between any subcontractor and APS.

56. **CONTRACTOR CERTIFICATION REGARDING CRIMINAL CONVICTIONS**

56.1 As a condition of awarding a contract for the provision of Work that requires the Contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the Arlington School Board shall require the Contractor to provide certification that all persons who will provide such services have not (i) been convicted of a felony or of any offense involving the sexual molestation or physical or sexual abuse or rape of a child; (ii), as more particularly set forth in Va. Code Ann. Section 18.2-370.4 no person shall perform any part of the Work on the property of an existing elementary or secondary school who has been convicted of rape, forcible sodomy or object sexual penetration, all of a child under 13, during the commission of abduction, in the course of entering a dwelling with intent to commit murder, rape, robbery, arson, larceny, assault and battery, or any felony, or of aggravated malicious wounding; and (iii) as more particularly set forth in Va. Code Ann. Section 18.2-370.5, no person shall perform any part of the Work on the property of an existing elementary or secondary school during school hours or during school-related or school sponsored activities who has been convicted of a sexually violent offense. The Contractor certification covers its employees, its Subcontractors and the employees thereof. (Submit Appendix A provided below).

56.2 The Contractor shall also certify for its employees, its Subcontractors and employees thereof, assigned to the Work after Contract award. The Contractor upon demand from APS shall provide all information which allowed for the certification.
APPENDIX C

NON-DISCLOSURE AND DATA SECURITY AGREEMENT (CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of [Company Name] (Contractor) hereby agree that the Contractor will hold Arlington Public Schools (APS) provided information, documents, data, images, records and the like (hereinafter “information”) confidential and secure and to protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the APS, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the APS shares with Contractor for testing, support, conversion or other services provided under APS (the “Project” or “APS-Contract” as applicable) or which may be accessed through other APS owned or controlled databases (all of the above collectively referred to herein as “information” or “APS information”).

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

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

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

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

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the APS, and connected to the APS network are secure and free of all computer viruses, or running the latest-version of an industry standard virus protection program. Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. No information may be downloaded except as agreed to by the parties and then only onto an APS approved device. Downloading onto a personally owned device is prohibited. Contractor agrees that it will notify the APS Project Officer immediately upon discovery, becoming aware or suspicious of any unauthorized disclosure of information, security breach, hacking or other breach of this Agreement, the APS Contract, APS policy, Contractor’s security policies, or any other breach of Project protocols. The Contractor will fully cooperate with the APS to regain possession of any information and to prevent its further disclosure, use or dissemination. The Contractor also agrees, if requested, to promptly notify others of a suspected or actual breach.
Contractor agrees that all duties and obligations enumerated in this agreement also extend to its employees, agents or subcontractors who are given access to APS information. Breach of any of the above conditions by Contractor’s employees, agents or subcontractors shall be treated as a breach by Contractor. Contractor agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Agreement and related data security provisions in the APS Contract.

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

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

Authorized Signature:  

Printed Name and Title: Suy-Bahsubramanian, Co-Founder

Date: August 3, 2017
APPENDIX D

CONTRACTOR CERTIFICATION REGARDING CRIMINAL
CONVICTIONS

This form must be completed by an authorized official for any organization contracting to provide services under a contract with the Arlington Public Schools or any of its schools or departments, or any subcontractor under such contractor.

The completed form from the Contractor is a condition precedent to the award of the Contract.

As the official authorized to enter into this Contract on behalf of my organization, I certify that:

1. No employee of the organization who will be in direct contact with students on school property during regular school hours or during school-sponsored activities during the performance of this Contract has been convicted of a felony or of any offense involving the sexual molestation, physical or sexual abuse or rape of a child; and

2. As more particularly set forth in Virginia Code Ann. Section 18.2-370.4, no employee who has been convicted of rape, forcible sodomy or object sexual penetration, all of a child under 13, during the commission of abduction, in the course of entering a dwelling with intent to commit murder, rape, robbery, arson, larceny, assault and battery, or any felony, or of aggravated malicious wounding will enter upon the property of an existing elementary or secondary school in the performance of the Work; and

3. As more particularly set forth in Virginia Code Ann. Section 18.2-370.5, no employee who has been convicted of a sexually violent crime shall enter upon the property of any existing elementary or secondary school during school hours or during school-related or school-sponsored activities in the performance of the Work.

I understand that a materially false statement regarding this certification is a Class 1 misdemeanor and that conviction of such misdemeanor shall result in the revocation of this Contract and of any related license that I may hold. I declare under penalty of perjury that the foregoing statements are true and correct.

Gaëa Global Technologies, Inc.

Name of Firm: ____________________________
5201 Great America Pkwy, Suite 320 Santa Clara, CA 95054

Address of Firm: ____________________________
844-987-4253

Telephone: ____________________________

Signature: ____________________________
Sury Balasubramanian, Co-Founder

Name and Title (please type or print): ____________________________
August 1, 2017

Date: ____________________________

Page 36 of 47
# APPENDIX E

## PRICING SCHEDULE

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</tr>
<tr>
<td><strong>Maintenance</strong></td>
<td>$</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Support</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bulk Package cost: 50 hours of support</td>
<td>$</td>
<td>$ Included</td>
<td>$3,638</td>
<td>$3,638</td>
<td>$3,638</td>
<td>$3,638</td>
<td></td>
</tr>
<tr>
<td>to be used in a year</td>
<td></td>
<td>$2,959</td>
<td>$6,596</td>
<td>$6,596</td>
<td>$6,596</td>
<td>$6,596</td>
<td>$2,959.00</td>
</tr>
<tr>
<td><strong>Unlimited Monthly support to be used in a year (minimum of 500 hours)</strong></td>
<td>$</td>
<td>$31,040</td>
<td>$31,040</td>
<td>$31,040</td>
<td>$31,040</td>
<td>$31,040</td>
<td>$31,040</td>
</tr>
<tr>
<td><strong>Training</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Groups of 1-10 Per session</td>
<td>$</td>
<td>$8,536</td>
<td>$8,536</td>
<td>$8,536</td>
<td>$8,536</td>
<td>$8,536</td>
<td></td>
</tr>
<tr>
<td>Groups over 10 but less than 20 Per session</td>
<td>$</td>
<td>$8,536</td>
<td>$8,536</td>
<td>$8,536</td>
<td>$8,536</td>
<td>$8,536</td>
<td></td>
</tr>
<tr>
<td><strong>Other Prices Not Listed Above</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Autovue 2D for Unifier – 25 Users</td>
<td>$</td>
<td>$3,861</td>
<td>$3,861</td>
<td>$3,861</td>
<td>$3,861</td>
<td>$3,861</td>
<td>$3,861.00</td>
</tr>
</tbody>
</table>
### 2.A. PRICING OPTION 1. PRICING OF LICENSES FOR ADDITIONAL USERS:

<table>
<thead>
<tr>
<th>Description</th>
<th># Licenses</th>
<th>Firm Fixed Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full</td>
<td>10</td>
<td>$19,364 / yr</td>
</tr>
<tr>
<td>Read Only</td>
<td>50</td>
<td>$88,020 / yr</td>
</tr>
<tr>
<td>Read Only</td>
<td>100</td>
<td>$164,304 / yr</td>
</tr>
</tbody>
</table>

APS shall exercise its option to purchase additional licenses by notifying the Contractor within twelve (12) months of Contract award.

### 2.B. PRICING OPTION 2. PRICING OF ADDITIONAL MODULES, FUTURE USE:

<table>
<thead>
<tr>
<th>Description</th>
<th>Firm Fixed Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oracle Primavera</td>
<td>$</td>
</tr>
</tbody>
</table>

APS shall exercise its option to purchase any additional licenses by notifying the Contractor within twelve (12) months of contract award.

### 3. PRICING OF ADDITIONAL TASKS, IF NEEDED:

*The Hourly Rates will remain unchanged during the Contract period.*

<table>
<thead>
<tr>
<th>Title</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>$184.00</td>
</tr>
<tr>
<td>Assistant Project Manager</td>
<td>$146.00</td>
</tr>
<tr>
<td>Solution Architect</td>
<td>$165.00</td>
</tr>
<tr>
<td>Senior Consultant</td>
<td>$146.00</td>
</tr>
<tr>
<td>Junior Consultant (Onsite/Offsite)</td>
<td>$121/$97</td>
</tr>
<tr>
<td>Technical Support via phone</td>
<td>$73</td>
</tr>
</tbody>
</table>
APPENDIX G

ORACLE CLOUD SERVICES AGREEMENT

This Oracle Cloud Services Agreement (this "Agreement") is between Oracle America, Inc. ("Oracle", "we," "us," or "our") and the entity that has executed this Agreement as identified in the signature block below ("You"). This Agreement sets forth the terms and conditions that govern orders placed under this Agreement.

1. USE OF THE SERVICES

1.1 We will make the Oracle services listed in Your order (the "Services") available to You pursuant to this Agreement and Your order. Except as otherwise stated in this Agreement or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Agreement or the order (the "Services Period"), solely for Your internal business operations. You may allow Your Users to use the Services for this purpose, and You are responsible for their compliance with this Agreement and Your order.

1.2 The Service Specifications describe and govern the Services. During the Services Period, we may update the Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content. Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

1.3 You may not and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the Services; or (c) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration tests of the Services (the "Acceptable Use Policy"). In addition to other rights that we have in this Agreement and Your order, we have the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

2. FEES AND PAYMENT

2.1 All fees payable are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that we must pay based on the Services You ordered, except for taxes based on our income. Also, You will reimburse us for reasonable expenses related to any non-Cloud Oracle services ordered, such as professional services. Fees for Services listed in an order are exclusive of taxes and expenses.

2.2 If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.

2.3 You understand that You may receive multiple invoices for the Services ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at http://oracle.com/contracts.

3. OWNERSHIP RIGHTS AND RESTRICTIONS

3.1 You and Your licensors retain all ownership and intellectual property rights in and to Your Content. We or our licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement.
3.2 You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

3.3 You grant us the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

3.4 You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, disassemble or similar materials produced by programs; (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, subsource, permit time-sharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by this Agreement or Your order.

4. NONDISCLOSURE

4.1 By virtue of this Agreement, the parties may disclose information that is confidential (“Confidential Information”). Confidential Information shall be limited to the terms and pricing under this Agreement, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

4.2 A party’s Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

4.3 Each party agrees not to disclose the other party’s Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party’s disclosure of the Confidential Information to the receiving party; however, we will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party’s Confidential Information in any legal proceeding or to a governmental entity as required by law. We will protect the confidentiality of Your Content residing in the Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order.

5. PROTECTION OF YOUR CONTENT

5.1 In performing the Services, Oracle will comply with the Oracle privacy policy applicable to the Services ordered. Oracle privacy policies are available at http://www.oracle.com/us/legal/privacy/overview/index.html.

5.2 Oracle’s Data Processing Agreement for Oracle Cloud Services (the “Data Processing Agreement”), which is available at http://www.oracle.com/us/legal/data-processing-agreement.html, describes how we will process Personal Data that You provide to us as part of Oracle's provision of the Services, unless stated otherwise in Your order. You agree to provide any notices and obtain any consents related to Your use of, and our provision of, the Services.

5.3 Oracle will protect Your Content as described in the Service Specifications, which define the administrative, physical, technical and other safeguards applied to Your Content residing in the Services and describe other aspects of system management applicable to the Services. We and our affiliates may perform certain aspects of the Services (e.g., administration, maintenance, support, disaster recovery, data processing, etc.) from locations and/or through use of subcontractors, worldwide.

5.4 You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, or from Your use of the Services in a manner that is inconsistent with the terms of this Agreement. You may disclose or transfer, or instruct us to disclose or transfer, Your Content to a third party, and
upon such disclosure or transfer we are no longer responsible for the security or confidentiality of such content and applications outside of Oracle.

6.5 Unless otherwise specified in Your order (including in the Service Specifications), You may not provide us access to health, payment card or similarly sensitive personal information that imposes specific data security obligations on the processing of such data greater than those specified in the Service Specifications. If available, You may purchase services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address particular data protection requirements applicable to Your business or Your Content.

6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

6.1 Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. We warrant that during the Services Period, we will perform the Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).

6.2 WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

6.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIAL MANNER, YOU MAY END THE DEFICIENT SERVICES AND WE WILL REFUND TO YOU THE FEES FOR THE TERMINATED SERVICES THAT YOU PRE-PAI TO US FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

6.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

7.1 IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE GOODWILL OR REPUTATION.

7.2 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID FOR THE SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY UNDER SUCH ORDER.

8. INDEMNIFICATION

8.1 If a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or us depending upon which party received the Material), that any Information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or us ("Provider" which may refer to You or us depending on which party provided the Material) and used by the Recipient infringes the third party's Intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

Cloud Cloud Services Agreement (CSA)_v031918_US_ENG
d552424_Biday,Vortes_Trenton,Edellog
a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
b. gives the Provider sole control of the defense and any settlement negotiations; and
c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

5.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects our ability to meet obligations under this Agreement, then we may, upon 30 days prior written notice, terminate the license. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then we may, upon 30 days prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

5.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any Material not furnished by the Provider. We will not indemnify You to the extent that an infringement claim is based upon Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.).

5.4 This Section 5 provides the parties' exclusive remedy for any infringement claims or damages.

9. TERM AND TERMINATION

9.1 Unless this Agreement is terminated earlier as described below, You may place orders governed by this Agreement for a period of five years from the date You accept this Agreement as described above. This Agreement will continue to govern any order for the duration of the Service Period of such order.

9.2 Services provided under this Agreement shall be provided for the Service Period defined in Your order. If stated in the Service Specifications, the Services Period of certain Cloud Services will automatically be extended for an additional Service Period of the same duration unless (i) You provide Oracle with written notice no later than thirty (30) days prior to the end of the applicable Service Period of Your intention not to renew such Cloud Services, or (ii) Oracle provides You with written notice no later than ninety (90) days prior to the end of the applicable Service Period of its intention not to renew such Cloud Services.

9.3 We may suspend Your or Your Users' access to, or use of, the Services if we believe that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. We will use reasonable efforts to re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will not charge You for any of the Services. Any suspension under this paragraph shall not excuse You from Your obligation to make payments under this Agreement.

9.4 If either of us breaches a material term of this Agreement or the order and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the order under which the breach occurred. If we terminate the order as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Services ordered.
9.5 For a period of no less than 60 days after the end of the Services Period of an order, we will make Your Content (as it existed at the end of the Services Period) available for retrieval by You. At the end of such 60 day period, and except as may be required by law, we will delete or otherwise render inaccessible any of Your Content that remains in the Services.

9.6 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

10. THIRD-PARTY CONTENT, SERVICES AND WEB SITES

10.1 The Services may enable You to link to, transmit Your Content to, or otherwise access third parties’ websites, platforms, content, products, services, and information. We do not control and are not responsible for such third parties’ websites, platforms, content, products, services, and information.

10.2 Any Third Party Content we make accessible is provided on an “as-is” and “as-available” basis without any warranty of any kind. You acknowledge and agree that we are not responsible for, and have no obligation to, control, monitor, or correct, Third Party Content. We disclaim all liabilities arising from or related to Third Party Content.

10.3 You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc. (each, a “Third Party Service”), depend on the continuing availability of such third parties’ respective application programming interfaces (APIs). We may need to update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by us in our sole discretion, we may cease providing access to the effected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

11. SERVICE MONITORING, ANALYSES AND ORACLE SOFTWARE

11.1 We continuously monitor the Services to facilitate Oracle’s operation of the Services, to help resolve Your service requests, to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle’s product and service portal, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

11.2 We may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses 11.1 and 11.2 are collectively referred to as “Service Analyses”). We may use Service Analyses publicly available, however, Service Analyses will not incorporate Your Content or Confidential Information in a form that could serve to identify You or any individual, and Service Analyses do not constitute Personal Data. We retain all intellectual property rights in Service Analyses.

11.3 We may provide You with online access to download certain Oracle Software for use with the Services. If we license Oracle Software to You and do not specify separate terms for such software, then such Oracle Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use such Oracle Software, subject to the terms of this Agreement and Your order, solely to facilitate Your use of the Services. You may allow Your Users to use the Oracle Software for this purpose, and You are responsible for their compliance with the license terms. Your right to use Oracle Software will terminate upon the earlier of our notice (by web posting or otherwise) or the end of the Services associated with the Oracle Software. If Oracle Software is licensed to You under separate third party terms, then Your use of such software is governed by the separate third party terms.
12. EXPORT

12.1 Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern use of the Services (including technical data) and any Services deliveries provided under this Agreement, and You and we each agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

12.2 You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

13. FORCE MAJEURE

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license); or other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Services and effected orders upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

14. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the substantive and procedural laws of the State of California and each party agrees to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco or Santa Clara counties in California in any dispute arising out of or relating to this Agreement. The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

15. NOTICE

15.1 Any notice required under this Agreement shall be provided to the other party in writing. If You have a legal dispute with us or if You wish to provide a notice under the Incumbent Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 530 Oracle Parkway, Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

15.2 We may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You by electronic mail to Your e-mail address on record in our account information or by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

16. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services, or any interest in the Services, to another individual or entity.

17. OTHER

17.1 We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

17.2 Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. We are not liable for, bound by, or responsible for any errors with the Services or Your Content arising due to any acts of any such
business partner or third party, unless the business partner or third party is providing Services as our subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as we would be responsible for our resources under this Agreement.

17.3 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of the Agreement.

17.4 Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

17.5 Prior to entering into an order governed by this Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

17.6 Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Your compliance with the terms of this Agreement and Your order. You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations.

18. ENTIRE AGREEMENT

18.1 You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

18.2 It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence, however, unless expressly stated otherwise. In an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle, however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by this Agreement.

19. AGREEMENT DEFINITIONS

19.1 "Oracle Software" means any software agent, application or tool that Oracle makes available to You for download specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.

19.2 "Program Documentation" refers to the user manuals, help windows, readme files for the Services and any Oracle Software. You may access the documentation online at http://oracle.com/contracts or such other address specified by Oracle.

19.3 "Service Specifications" means the following documents, as applicable to the Services under Your order: (a) the Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement, available at www.oracle.com/contracts; (b) Oracle's privacy policy, available at http://www.oracle.com/us/legal/privacy/overview/index.html; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired in Your order, such as professional services: the Cloud Hosting and Delivery Policies, Program Documentation, and the Data Processing Agreement. The following do not apply to any Oracle Software that is provided by Oracle as part of the Services and governed by the terms of this Agreement: the Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.
16.4 "Third Party Content" means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of the Services. Examples of Third Party Content include data feeds from social network services, news feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data.

16.5 "Users" means those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Cloud Services to interact with You, such third parties will be considered "Users" subject to the terms of this Agreement and Your order.

16.6 "Your Content" means all software, data (including Personal Data as that term is defined in the Data Processing Agreement for Oracle Cloud Services described in this Agreement), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under this Agreement, Oracle Software, other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content."

20. CLOUD SERVICES EFFECTIVE DATE

Nov 30, 2017

The Effective Date of this Cloud Services Agreement is _______________. (DATE TO BE COMPLETED BY ORACLE)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. THE SIGNATURE BLOCK FOR THIS AGREEMENT FOLLOWS IMMEDIATELY ON THE NEXT PAGE.
Arlington Public Schools

Authorized Signature: John Smith
Name: David Webb
Title: Purchasing Director
Signature Date: November 30, 2017

Oracle America, Inc.

Authorized Signature: James Sharpe
Name: James Sharpe
Title: Deal Specialist - Centralized Workflow
Signature Date: Nov 30, 2017

Agreement No.: US-CSA-1627327
Agreement Information

This Amendment One amends the Oracle Cloud Services Agreement US-CSA-1627327, dated [date], (to be completed by Oracle), and all amendments and addenda thereto (the "Agreement") between You and Oracle America, Inc. ("Oracle").

The parties agree to amend the Agreement as follows:

1. NONDISCLOSURE
   Delete the first sentence of this section and replace with the following:

   "By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information")."

2. LIMITATION OF LIABILITY
   Insert the following as a new Section 7.3:

   "NOTWITHSTANDING SECTION 7.2, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS MASTER AGREEMENT FOR MISAPPROPRIATION OF YOUR CONTENT CAUSED SOLELY BY ORACLE'S BREACH OF ITS SECURITY PRACTICES DESCRIBED IN THE SERVICE SPECIFICATIONS EXCEED THREE TIMES (3X) THE TOTAL AMOUNTS PAID AND PAYABLE FOR THE SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY."

3. INDEMNIFICATION
   a. Insert the following to the beginning of 8.1:
      "To the extent not prohibited by law"
   b. Insert the following sentence after the second sentence of Section 8.3:
      "For the sake of clarity, Oracle will not indemnify You for any portion of an Infringement claim that is based upon the combination of any Material with any products or Services not provided by Oracle."

4. GOVERNING LAW AND JURISDICTION
   Delete the first sentence of this section and replace with the following:

   "The Agreement is governed by the substantive and procedural laws of the Commonwealth of Virginia, and you and Oracle agree to submit to the exclusive jurisdiction of, and venue in, a state or federal court in the Commonwealth of Virginia."

5. OTHER
   Delete Section 17.4 in its entirety.
Subject to the modifications herein, the Agreement shall remain in full force and effect.

The Effective Date of this Amendment One is November 30, 2017. (to be completed by Oracle)

Arlington Public Schools

Signature

Name: David Woods

Title: Purchasing Director

Signature Date: November 30, 2017

Oracle America, Inc.

Signature

Name: James Sharpe

Title: Deal Specialist - Centralized Workflow

Signature Date: Nov 30, 2017