



CONFIDENTIALITY AND USER AGREEMENT

1. PARTIES

This Confidentiality ("Agreement") is made as of this _____ day of _____, 2021, ("Effective Date") by and between _____ ("Provider") and the District of Columbia Alcoholic Beverage Regulation Administration ("ABRA") (collectively the "Parties"), with respect to provision of one or more secondary software systems ("System," as further defined below) to one or more entities licensed by ABRA to operate medical cannabis establishments in the District of Columbia ("Licensees"). The Provider and ABRA hereby agree to the following terms and conditions.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

The Agreement shall not be effective or enforceable until it is approved and signed by all Parties. ABRA shall not be liable for the performance of any of its obligations hereunder, or be bound by any provision hereof prior to the Effective Date.

By entering into this Agreement, ABRA is under no obligation to appropriate funds for, or to make, any Payments to Provider or any Licensee for any reason, including the purpose of reimbursing Provider or Licensee for any payments or expenses Provider or any Licensee may make or incur, including, without limitation, any payments or expenses made or incurred pursuant to any agreement between Provider and any Licensee. Nor shall any provision in this Agreement be construed as imposing liability on ABRA for any expenses Provider or Licensee may make or incur in connection with this Agreement or the performance of this Agreement. Provider expressly waives any claims asserting liability against ABRA in connection with this Agreement or the performance of this Agreement.

3. RECITALS

A. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.

B. Purpose

Licensees are required to use the inventory tracking system developed by the ABRA, currently known as METRC, as the primary inventory tracking system of record. Licensees are also permitted to use the system in conjunction with METRC. Licensees have requested the ability to establish an interface between the system and METRC, in order to communicate information electronically between METRC and the system. Licensee information is subject to strict confidentiality requirements. ABRA has agreed to permit Licensees to communicate information electronically to and from METRC through Provider's system or services via an Application Programming Interface ("API"), but this permission is valid only if the Provider of the system enters an agreement to protect the confidentiality of the information/data contained in METRC and the integrity of METRC's design and processes, and to comply with the security requirements and standards set forth below.

4. DEFINITIONS

A. API

"API" means the Application Programming Interface designed, developed, and maintained by Franwell, or any successor organization.

B. API Key

"API Key" means an alphanumeric code generated through METRC to gain programmatic access to METRC and automatic electronic communication of data and information between Provider's system and METRC. There are two Kinds of API Keys:

I. Vendor API Key

"Vendor API Key" means an API key that is specific to Provider and Provider's system, which must be used by every instance of Provider's system at all times, in combination with the User API Key specific to Licensee(s), in order to gain authorized programmatic access to METRC and automatic communication of data and information between Provider's system and METRC pertaining to the Licensee(s).

II. User API Key

"User API Key" means an API Key that is specific to a particular Licensee, which only such Licensee is able and authorized to generate and obtain or deactivate. The User API Key may be deactivated by generating a new User API Key. The User API Key is linked directly to that Licensee's METRC account and allows access to that Licensee's METRC data and information.

C. CONFIDENTIAL INFORMATION

"Confidential information" means all information, data, records, and documentary materials that are of a sensitive nature regardless of physical form or characteristics, and includes non- public District records, sensitive District data, protected District data, PII Data, PCI Data, and other information or data concerning individuals and Licensees including financial information, such as banking information and social security numbers that have been communicated, furnished, or disclosed by ABRA to Provider. Confidential information includes any information obtained by Provider through the interface between the METRC system and the system. Confidential information may also include any information disclosed to Provider by Licensee, either directly or indirectly, in writing, orally, or through the communication of data through the API, whenever or however disclosed, including:

- I. Names, addresses, or records of consumers' personal information;
- II. Consumer information or data;
- III. PII Data;
- IV. PCI Data;
- V. Any other information that should reasonably be recognized as related to the PII Data of consumers;
- VI. Inventory tracking data, reports, or records related to the cultivation, manufacture, distribution, or sale of medical or retail marijuana or marijuana product, if the data, reports, or records are, or are intended to be, provided to ABRA through the METRC system or otherwise;
- VII. Business plans and performance related to the past, present, or future activities of the party, its affiliates, subsidiaries, and affiliated companies;
- VIII. All types of Licensee data, including, names and lists of other license holders, service providers, or affiliates;
- IX. Business policies, practices, and procedures;
- X. Names of employees and;
- XI. Any other information that should reasonably be recognized as related to business conducted by Licensee.

D. FRANWELL

"Franwell" means Franwell, Inc., the company engaged by ABRA to design, develop, provide, host, and maintain ABRA METRC system, and also includes any successor organization.

E. INCIDENT

"Incident" means an accidental or deliberate event that results in or poses a threat of the unauthorized

access, loss, disclosure, modification, disruption, or destruction of communication and information resources of ABRA. Incidents include:

- I. Successful attempts to gain unauthorized access to the METRC system or confidential information regardless of where the information is located;
- II. Unwanted disruption or denial of service;
- III. The unauthorized use of METRC for the processing or storage of data;
- IV. Any unauthorized access by any person to confidential information; or
- V. Changes to the ABRA system hardware, firmware, or software characteristics without the ABRA knowledge, instruction, or consent.

F. METRC

"METRC" or "METRC system" means the marijuana inventory tracking system developed by Franwell to enable ABRA to track all legally grown cannabis from seed to sale, and also includes any successor inventory tracking system that ABRA permits or requires Licensees to utilize.

G. PAYMENT CARD INFORMATION (PCI) DATA

"Payment Card Information (PCI) Data" means any data related to card holders' names, credit card numbers, or other credit card or financial information as may be protected by District or federal law, or both.

H. PERSONALLY IDENTIFIABLE INFORMATION (PII) DATA

"Personally Identifiable Information (PII) Data" means information about an individual collected by ABRA or any other governmental entity that could reasonably be used to identify the individual and includes any combination of:

- I. first and last name,
- II. first name or first initial and last name,
- III. residence or other physical address,
- IV. electronic mail address,
- V. telephone number,
- VI. birth date,
- VII. PCI Data,
- VIII. social security number,
- IX. driver's license number,
- X. identification card number, or
- XI. any other information that identifies an individual personally.

I. PROVIDER AGREEMENT

"Provider Agreement" means an agreement between a Licensee and Provider entered into for the purpose of providing a system or services to the Licensee.

J. SERVICES

"Services" means the services to be performed by Provider to Licensee pursuant to the Provider Agreement in connection with the provision, operation or maintenance of the system.

K. SUBCONTRACTOR

"Subcontractor" means any third party engaged by Provider to aid in performance of Provider's obligations to Licensee(s).

L. SYSTEM

"System" means the secondary software system provided by Provider for use by Licensee. The systems may be used to collect information to be used by the Licensees in operating their businesses, including secondary inventory tracking and point of sale systems.

M. AUTHORIZATION

ABRA hereby authorizes Franwell to provide a Vendor API Key to Provider, which, when used in combination with a Licensee's User API Key, which the Licensee may furnish to Provider, permits Provider's

system to access the API for the purposes of communicating information to the METRC system, and retrieving the information from the METRC system, for use by Licensee(s) in operating the business of the Licensee(s). This Agreement, and Provider's rights and obligations hereunder, shall not be assigned without the prior written consent of ABRA, which may be approved or denied at ABRA's sole discretion.

The Vendor API Key shall permit Provider's system with access to the API only if the Vendor API Key is used in combination with the User API Key. Any Licensee that contracts with Provider for use of Provider's system may furnish Provider with its User API Key to grant access to the API. A Licensee shall have the right to block a Provider's access to Licensee's METRC data by deactivating the Licensee's User API Key and generating, or having Franwell generate, a new User API Key through METRC.

Provider agrees that, notwithstanding any contrary provision in a Provider Agreement and in keeping with ABRA's obligation to maintain the confidentiality of Licensee(s) data and information, Provider expressly waives and shall not be entitled to seek or obtain injunctive, equitable, or other relief against ABRA or Franwell to compel the furnishing of any Licensee's User API Key to Provider. Licensee shall maintain at all times the right to terminate the Provider Agreement or otherwise discontinue use of Provider's system and services. The Provider further agrees to operate in good faith and with fair dealing at all times when providing a system or services that interface with the METRC system.

ABRA at its sole discretion retains the right to revoke or withdraw a vendor API key at any time for any items or violations of the terms of use of this agreement.

Any business / company signing this agreement is subject to the same rules and regulations defining the integrity and accuracy of data entered into the ABRA tracking system. Information entered into the system inaccurately or in violation of ABRA rules or regulations could result in the revocation of a vendor API key.

Misrepresentation or knowingly entering false information into the ABRA's tracking system could result in the revocation of the vendor API key.

API keys are non-transferable and cannot be shared outside of the company obtaining the API key. Sharing an API key with any entity outside of the legal entity can, without the expressed written consent of ABRA, result in the loss of the API key.

Data entered into the API should be done on a transactional / real-time basis. The Vendor is required to perform a "GET" call on available dispensing limits before dispensing product to a patient or caregiver to prevent dispensing of product over the prescribed limit. "Transactional" data is required to be entered into Metrc via the UI, API, or any other means on a "real-time" or as close as possible to real-time.

6) **CONFIDENTIALITY**

Provider shall comply with and shall cause each of its agents, employees, subcontractors, permitted assigns, and any other individual or entity assisting with Provider's provision of a system or services to Licensee to comply with the provisions of this §6 if that person will or may have access to confidential information in connection with its performance, which obligations shall survive the termination of this Agreement.

A. Confidentiality

Provider shall keep all confidential information confidential at all times to ensure compliance with all laws and regulations concerning confidentiality of confidential information. Any request or demand, including subpoenas, by a third party for Confidential information in the possession or control of Provider shall be immediately forwarded to ABRA's principal representative by the recipient of the request. ABRA shall have the right to move to quash any subpoena received from a third party seeking confidential information.

B. Notification

Provider shall provide its agents, employees, subcontractors, and permitted assigns who will or may come into contact with confidential information with a written explanation of the confidentiality requirements herein, to which they are subject, prior to permitting any such individual to access the confidential information.

C. Protection

Provider is responsible for the protection and security of all confidential information provided to it by ABRA or which is accessible using the API Key. If Provider provides physical or logical storage, processing or transmission of, or retains, stores, or is given, confidential information, Provider shall, and shall cause its agents, employees, subcontractors, and permitted assigns to:

- I. provide physical and logical protection for all related hardware, software, applications, and data that meet or exceed industry standards and requirements as set forth in this Agreement;
- II. maintain network, system, and application security, which includes network firewalls, intrusion detection (host
- III. and network), and annual security testing;
- IV. comply with District and federal regulations and guidelines related to overall security, confidentiality, integrity, availability, and auditing;
- V. ensure that security is not compromised by unauthorized access to computers, program, software, databases, or other electronic environments; and
- VI. report all incidents immediately, and all attempted incidents on an annual basis, to the Chief Information Technology Officer in the ABRA. Provider shall provide the ABRA with access, subject to Provider's reasonable access security requirements, seven (7) days a week, twenty-four (24) hours a day, for the purpose of inspecting and monitoring access and use of confidential information and evaluating physical and logical security control effectiveness. As set forth in § 2 of this Agreement ABRA shall not be responsible for any expenses incurred in connection with this Agreement, including Provider's expenses related to compliance with this section.

D. Use, Information Security Compliance, and Retention

Provider expressly agrees to be bound by and to comply with all rules, policies, standards and guidelines promulgated by OCTO, which are posted at <https://octo.dc.gov/> and any subsequent amendments. Provider shall review the statutes, rules, policies, standards, and guidelines on a semi-annual basis.

Provider shall cooperate, and shall cause its subcontractors to cooperate, with the performance of security audit and penetration tests by OCTP or its designee.

Confidential information of any kind shall be stored, processed, or transferred only in or to facilities located within the United States, and shall not be distributed or sold to any third party, retained in any files or otherwise, or used by Provider or its agents in any way, except as authorized by this Agreement, by law, unless approved in writing by ABRA. Provider shall provide and maintain a secure environment that ensures confidentiality of all confidential information wherever located. Neither Provider nor any of its agents, employees, subcontractors, or permitted assigns shall have any rights to use or access any data or information of OCTO or any other District of Columbia agency, except with the prior approval of the District. The District will own all right, title, and interest in its data that is related to the services provided by this Agreement.

E. INCIDENT NOTICE

If Provider becomes aware of an incident involving any confidential information, it shall notify ABRA immediately and cooperate with the District regarding recovery, remediation, and the necessity to involve law enforcement, if any. Unless Provider establishes that neither Provider nor any of its agents, employees, subcontractors, or permitted assigns was the cause or source of the incident, Provider shall be responsible for the cost of notifying each person whose confidential information may have been compromised by the incident.

In any case where an issue with the vendors system is found to cause a problem where data integrity, accuracy, or ability to report data via the API is identified, the vendor shall notify all potentially affected licensees and the District reporting system support services as quickly as feasible to prevent District Licensees from reporting inaccurate or false information.

F. INCIDENT REMEDIATION

Provider, at its sole cost, shall be responsible for determining the cause of an incident, and for producing a remediation plan to reduce the risk of a similar incident in the future.

Provider shall present its analysis and remediation plan to ABRA within ten (10) days of notifying ABRA of an incident. ABRA reserves the right to adjust this plan, in its sole discretion. If Provider cannot produce its analysis and plan within the allotted time, ABRA, in its sole discretion, may perform the analysis and produce a remediation plan, and Provider shall timely reimburse the ABRA for the costs thereof.

In any case where the vendor has an issue with the vendor system providing information to the District's tracking system via the API, the vendor will provide a written plan to the ABRA within 48 hours showing the affected licensees with a remediation plan addressing how the issue will be resolved and information corrected.

G. INCIDENT LIABILITY

Disclosure of confidential information by Provider or any of its agents, employees, subcontractors, or permitted assigns for any reason may be cause for legal action by third parties (including Licensee(s)) against Provider, ABRA, or their respective agents. Provider shall indemnify, save, and hold harmless ABRA, its employees, and agents against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Provider, or its employees, agents, subcontractors, or assignees. Notwithstanding any other provision of this Agreement, Provider shall be liable to the District for all direct, consequential and incidental damages arising from an incident caused by Provider or its agents, employees, subcontractors, or permitted assigns.

H. END-OF-AGREEMENT DATA HANDLING

Upon request by ABRA made before or within sixty (60) days after the effective date of termination of the Agreement, Provider will make available to ABRA a complete and secure download file of all data, including all confidential information, schema and transformation definitions, or delimited text files with documented, detailed schema definitions along with attachments in their native format. All the data shall be encrypted and appropriately authenticated. The Parties agree that on the termination of the provision of services, Provider shall, at the choice of ABRA, return all confidential information in the possession or control of the Provider, and the copies thereof, to ABRA, or Provider shall destroy all the confidential information and certify to ABRA that it has done so. If legislation imposed upon Provider prevents it from returning or destroying all or part of the confidential information in the possession or control of Provider or obtained through the API, Provider warrants that it will guarantee the confidentiality of all confidential information in the possession or control of Provider or obtained through the API and will cease any activity that processes or otherwise utilizes the data.

I. DISPOSITION OF DATA

ABRA retains the right to use the system to access and retrieve confidential information stored on Provider's infrastructure at ABRA's sole discretion. Provider warrants and shall cause each subcontractor to warrant that upon request of ABRA, Provider or the subcontractor shall submit its data processing facilities for an audit of its compliance with § 6, including the measures referred to in § 6.D. ABRA reserves its rights, title, and interest, including all intellectual property and proprietary rights, in and to METRC, METRC system data, confidential information, and all related data and content.

J. SAFEGUARDING PH DATA

If Provider or any of its agents, employees, subcontractors, and permitted assigns will or may receive PII Data under this Agreement, Provider shall provide for the security of the PII Data, in a form acceptable ABRA, including, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Provider shall take full responsibility for the security of all PII Data in its possession or in the possession of its agents, employees, subcontractors, or permitted assigns, and shall hold the District harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof.

K. SAFEGUARDING PCI DATA

If Provider or any of its agents, employees, subcontractors, and permitted assigns will or may receive PCI Data under this Agreement, Provider shall provide for the security of the PCI Data, in accordance with PCI Data Security Standard (DSS) 1.1. Security safeguards shall include, without limitation, supervision by responsible employees, approval of subcontractors as required by District or federal law, non-disclosure of information other than as necessary in the performance of Provider's or subcontractor's obligations under this Agreement,

non-disclosure protections, proper accounting and storage of information, civil and criminal penalties for non-compliance as provided by law, certifications, and inspections.

7. BREACH

A. DEFINED

In addition to any breaches specified in other sections of this Agreement, the failure of Provider to perform any of its material obligations hereunder, in whole or in part, or in a timely and satisfactory manner constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Provider, or the appointment of a receiver or similar officer for Provider or any of its property, which is not vacated or fully stayed within twenty (20) days after the institution or occurrence thereof, shall also constitute a breach. Breach also shall occur upon Provider's unauthorized use, disclosure or retention of confidential information. Provider shall, within 24 hours, provide ABRA with written notice of the institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Provider, or the appointment of a receiver or similar officer for Provider or any of its property

B. NOTICE AND CURE PERIOD

In the event of a breach, the aggrieved party shall give written notice to the other party by hand-delivery with receipt required or sent by certified or registered mail to the party's principal representative at the address set forth below. If sent by certified or registered mail, notice shall be deemed received two business days after the date of mailing as reflected on the postmark. In addition to, but not in lieu of, a hard-copy notice, notice also may be sent by e-mail to the email addresses, if any, as set forth below. Any Party may from time to time designate by written notice substitute addresses or persons to whom the notices shall be sent.

I. ABRA:

Name: _____

Title: _____

Organization: _____

Address: _____

City, ST, and Postal: _____

Email: _____

Phone: _____

II. Provider:

Name: _____

Title: _____

Organization: _____

Address: _____

City, ST, and Postal: _____

Email: _____

Phone: _____

If the breach is not cured within thirty (30) days of receipt of written notice, or if a cure cannot be completed within thirty (30) days, or if cure of the breach has not begun within thirty (30) days and

pursued with due diligence, ABRA may exercise any of the remedies set forth in § 8. Notwithstanding any provision to the contrary herein, ABRA, in its sole discretion, need not provide advance notice or a cure period and may immediately deactivate Provider's Vendor API Key if ABRA determines the action is warranted to maintain the security of confidential information.

8. REMEDIES

If Provider is in breach under any provision of this Agreement, ABRA shall have all of the remedies listed in this §8.A in addition to all other remedies set forth in other sections of this Agreement following the notice and cure period set forth in §7.B. ABRA may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. TERMINATION FOR CAUSE OR BREACH

ABRA may terminate this entire Agreement or any part of this Agreement. Exercise by the ABRA of this right shall not be a breach of its obligations hereunder. Provider shall continue performance of this Agreement to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Provider shall take timely, reasonable, and necessary action to protect and preserve confidential information in the possession or control of the Provider. All confidential information in the possession or control of Provider shall be immediately returned to ABRA as specified in this Agreement and Provider shall certify that no copies of confidential information remain in the possession or control of Provider.

ii. Vendor API Key Deactivation

Irrespective of any period set forth in §7.B, immediately upon any breach of this Agreement, ABRA may deactivate Provider's Vendor API Key. Provider agrees that the Vendor API Key does not constitute a license and expressly waives any rights associated with the provision of a license. Provider specifically agrees it has no right to a hearing or other legal or administrative process regarding the deactivation of the Vendor API Key.

iii. Damages

Notwithstanding any other remedial action by the District, Provider shall remain liable to the District for any damages sustained by the District by virtue of any breach under this Agreement by Provider.

B. EARLY TERMINATION IN THE PUBLIC INTEREST

If this Agreement ceases to further the public policy of ABRA, ABRA, in its sole discretion, may deactivate Provider's Vendor API Key and terminate this Agreement. Exercise by ABRA of this right shall not constitute a breach of the ABRA's obligations hereunder. Obligations and Rights Upon receipt of notice of breach, Provider shall be subject to and comply with the same obligations and rights set forth in §8.A.i.

C. REMEDIES NOT INVOLVING TERMINATION

The ABRA, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

I. REMOVAL

Notwithstanding any other provision herein, ABRA may demand immediate removal of any of Provider's employees, agents, subcontractors or permitted assigns whom ABRA deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Agreement is deemed to be contrary to the public interest or ABRA's best interest.

II. INTELLECTUAL PROPERTY

If Provider infringes on a patent, copyright, trademark, trade secret, or other intellectual property right while performing the services or providing the system, Provider shall, at ABRA's option (a) obtain the right to use the products and services; (b) replace any goods, services, or product involved with non-infringing goods, services or products or modify the goods, services or products so that they become non-infringing; or (c) if neither of the foregoing alternatives are reasonably available, remove any infringing goods, services, or products.

9. OTHER PROVISIONS

A. INDEMNIFICATION

Provider shall indemnify, defend, and hold ABRA, its directors, officers, employees and agents harmless from liability for (a) tangible property damage, bodily injury, and death, to the extent caused by or contributed to by the Provider, and (b) for the fraud or willful misconduct of the Provider, including all related defense costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) arising from or relating to the performance of the Provider or its subcontractors under this Agreement.

ABRA has no obligation to provide legal counsel or defense to the Provider or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Agreement against the Provider or its subcontractors as a result of or relating to the Provider's obligations under this Agreement.

ABRA has no obligation for the payment of any judgments or the settlement of any claims against the Provider or its subcontractors as a result of or relating to the Provider's obligations under this Agreement.

The Provider shall immediately notify the ABRA of any claim or suit made or filed against the Provider or its subcontractors regarding any matter resulting from or relating to the Provider's obligations under the Agreement, and will cooperate, assist, and consult with the ABRA in the defense or investigation of any claim, suit, or action made or filed by a third party against ABRA as a result of or relating to the Provider's performance under this Agreement.

The Provider shall contact ABRA upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to ABRA's data under this Agreement, or which in any way might reasonably require access to the data of ABRA, unless prohibited by law from providing the notice. The Provider shall not respond to subpoenas, service of process and other legal requests related to ABRA without first notifying ABRA, unless prohibited by law from providing the notice.

B. INSURANCE

Provider and its subcontractors shall obtain and maintain insurance as specified in this section at all times during the term of this Agreement. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to the District. Provider shall require each contract with subcontractors providing a system or services in connection with this Agreement, to include insurance requirements substantially similar to the following:

I. Worker's Compensation

Worker's compensation insurance as required by District statute, and employer's liability insurance covering all Provider or subcontractor employees acting within the course and scope of their employment.

II. GENERAL LIABILITY

Commercial general liability insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability, with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, provider or subcontractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish the District a certificate or other document satisfactory to the District showing compliance with this provision.

III. AUTOMOBILE LIABILITY

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

IV. ADDITIONAL INSURED

The District shall be named as additional insured on all commercial general liability and automobile liability insurance policies required of Provider and any subcontractors hereunder.

V. PRIMACY OF COVERAGE

Coverage required of Provider and subcontractor shall be primary over any insurance or self-insurance program carried by the District.

VI. CANCELLATION

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Provider, and Provider shall forward the notice to the District within seven days of Provider's receipt of the notice.

VII. SUBROGATION WAIVER

All insurance policies in any way related to this Agreement and secured and maintained by Provider or its subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against the District, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

VIII. CERTIFICATES

Provider and all subcontractors shall provide certificates showing insurance coverage required hereunder to the District within seven business days of the Effective Date of this Agreement. No later than 15 days prior to the expiration date of any such coverage, Provider and each subcontractor shall deliver to the District's certificates of insurance evidencing renewals thereof. In addition, upon request by ABRA at any other time during the term of this Agreement or any subcontract, Provider and each subcontractor shall, within 10 days of the request, supply to the District evidence satisfactory to the District of compliance with the provisions of this §9.B.

C. DISTRICT OF COLUMBIA LAW PREVAILS

This Contract shall be construed, interpreted, and enforced according to the laws of the District of Columbia. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the CGIA. The Parties agree that the District of Columbia retains all the immunities, rights, benefits, and protections.

D. BINDING ARBITRATION PROHIBITED

The District of Columbia does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.

D. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST

The signatories aver that to their knowledge, no employee of the District of Columbia has any personal or beneficial interest whatsoever in the system or services described in this Agreement. Provider has no interests and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Provider's services and Provider shall not employ any person having such known interests.

E. ENTIRE UNDERSTANDING

This Agreement represents the complete integration of all understandings between the parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

This Agreement may be executed in one or more counterparts, each counterpart to be considered an original portion of this Agreement, and all of which together shall constitute a single instrument. Facsimile and Portable Document Format ("PDF") copies of the Parties' signatures shall be treated as originals.

The Parties have caused their duly authorized representatives to execute this Agreement as of the date set forth above.

Provider: _____

Print Name: _____

Title: _____

Signature: _____

Date: _____

ABRA

Print Name: _____

Title: _____

Signature: _____

Date: _____