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Contact Person: Jane M. Watson

VR Systems' Candidate Financial Reporting Service, License, Maintenance and Support Agreement

City Clerk for the City of Doral
8300 N.W. 53rd Street, Suite 100
Doral, Florida 33166
Tel: (305)59DORAL [\(305\)-593-6725](tel:(305)593-6725)
Fax: [\(305\)593-6761](tel:(305)593-6761)
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System License. VR Systems, Inc. ("VRS") hereby grants to the City of Doral, FL, City Clerk's Office (the "Customer"), and Customer hereby accepts from VRS, subject to all the terms, covenants, conditions, and limitations set forth in this "System License and Maintenance and Support Agreement", its cover sheet, and all Exhibits attached hereto (collectively the "Agreement"), a non-exclusive, nontransferable, indivisible, revocable right and license (the "License") to use and access the VRS' online **Candidate Financial Reporting** developed and owned by VRS, including all releases, enhancements, customizations, and other changes thereto, (the "Service").

1) **Exhibits.**

Attached and made a part hereof for all purposes are the following Exhibits:

Exhibit A Fee Schedule

Exhibit B: Project Management Plan

In the event of a conflict between the provisions of this Agreement and the provisions of any Exhibit, the provisions of this Agreement shall control.

2) **Service Outline.** The Service serves HTML web pages that provide a way for candidates and political committees to create and submit financial reports by entering their expenditures and expenses online. These reports can then be printed out for delivery by the candidate or political committee to the Customer or, if the city has opted for electronic filing, reports can be submitted to the Customer electronically. Submitted reports accepted by the Customer can be released for viewing by members of the public who visit the Customer's website. The public may access the reports via a link on Customer's web site using a standard web browser. The Service is hosted by VRS on a secure site. The software that enables the candidates to create their financial reports, the software that allows the City to administer the reports and the software that allows the public to view and search the reports is a software product that is proprietary to VRS. The CFR system also supports the optional inclusion of pdfs of prior financial reports submitted on paper, biographical data and a photo for each candidate/committee, which is displayed to the public along with online financial reports that have been filed with the Customer. VRS will keep the service compliant with Florida State statute and Rule changes without additional charge to the Customer.

Local municipal statutory requirements change from time to time and local municipal rule requirements may require custom-written software changes. Such changes will be effected depending on reaching mutual agreement on requirements and mutual agreement between Customer and VRS on customization fees.

3) **Host Server.** The Candidate Financial Reporting Service is hosted on a high availability server owned and managed by VRS. The site is comprised of redundant servers and disk so that the loss of a single component of the web site should not affect availability. VRS' Web Site is physically located on a secure Web Hosting Center run by a major telecommunications company and is well protected behind highly secure firewall technology. To ensure the highest



availability possible, uninterrupted power supply and redundant Internet connections are provided by the telecommunications company.

4) **Administration of Host Server system.** The Service includes VRS administration of the web site servers and network infrastructure. Server systems will be maintained up-to-date for security purposes. VRS may change the configuration of the web site servers and network infrastructure at its sole discretion. Administration will include close monitoring of the web site at peak periods to ensure critical services are maintained. During peak periods VRS will work directly with the customer to ensure the most critical information can be rapidly retrieved by the public.

5) **Disk Space.** Customer may use up to 2 GB (gigabytes) of disk space resources for the database on the Web Site hosted by VRS. If Customer uses over 2 GB Customer will have 15 days to either find another provider or will have to pay supplemental fees for additional disk storage space. Customer will be notified by e-mail.

6) **Backup of the Host Web Site.** The host web site will be backed up regularly such that the site could be restored in the event of a catastrophic disk failure.

7) **Transition Services.** Unless explicitly provided for in this agreement, VRS does not provide migration of existing Candidate Financial Reports data to the VRS hosted Web Site.

8) **Documentation.** Documentation will be provided to Customer in electronic format.

9) **Training Services.** VRS will provide documentation and 2 hours training by phone Customer's staff for setup.

10) **Telephone Support.** VRS will provide telephone support to members of Customer's staff for the administration of the candidates' reports. No training or help will be provided to candidates. All inquiries and requests for support must come directly from members of the Customer's staff.

11) **No Warranty.** The Service is provided on an "as is available" basis. VRS gives no warranty, expressed or implied, for the Service, including without limitation, warranty of merchantability and warranty of fitness for a particular purpose. This 'no warranty' expressly includes any reimbursement for losses of income or damages due to disruption of Service by VRS or its providers beyond the fees paid by Customer to VRS for services.

12) **Confidentiality.** All information regarding Customer's business operations, business systems, and related confidential matters furnished or disclosed to VRS in the course of the negotiation and implementation of this Agreement shall be held in confidence by VRS, unless such information was previously known by VRS free of any obligation to keep it confidential, or has been, or is subsequently, made public by Customer or a third party lawfully in possession of such information, or unless such information is in the public domain. VRS agrees and understands that candidates' financial data is confidential until submitted and



VRS hereby agrees that these records will not be used for any other purpose than those specified in this Agreement and by the Customer. These records will not be copied nor will any person be allowed to extract any information from these records without the consent of the Customer. Customer agrees to similarly treat any information provided to it by VRS and to instruct its employees who will work with the System about the restrictive covenants and conditions of this Agreement and about the safeguarding, security, and copying requirements hereinafter discussed. Notwithstanding any portion of this Agreement to the contrary, the provisions of State law, constitutional or statutory, pertaining to public records and open government (“government in the sunshine”), and any cases construing such law, shall prevail over the provisions of this Agreement.

13) Limitation of Actions and Liability. The parties agree that no action may be instituted hereunder more than one (1) year after the cause of action occurred or should have been discovered by reasonable due diligence of Customer. THE LIABILITY OF VRS TO CUSTOMER FOR PERFORMANCE OF THE SYSTEM IS LIMITED TO THE ABOVE WARRANTY ON THE WEB HOSTING SERVICE AND WEB DESIGN PACKAGE PROVIDED BY VRS. In no event shall VRS be liable for any damages or remedies that might otherwise arise out of this Agreement or the use of the System, including, but not limited to: (a) general, special, indirect, incidental, foreseeable, normal, or consequential damages; (b) lost profits, loss of savings, loss of data or information, business interruption, finance charges, increased costs of doing business, reliance on any promise or premise; and (c) damages arising under any warranty, negligence, or breach of contract claims of customer against VRS. In any event, VRS’ liability for damages under any theory or form of action shall not exceed the total amount paid by Customer under this Agreement to VRS as itemized in “*Exhibit A*” (exclusive of out-of-pocket reimbursements and the Annual Renewal Fee).

14) Term of Service. The Term of the Web Hosting Service is one year from Commencement Date, but only so long as Customer is not in breach of, or in default under this Agreement and any renewals thereof. The Commencement Date is the date the Customer is given access to Customer’s initial VRS startup CFR web service. Annual renewal of the Service is automatic unless a written notice of cancellation is given by either party at least 4 weeks in advance of a renewal date.

15) Use Restrictions. Customer is restricted to using the CFR Service exclusively for Candidate and Committee Financial Reporting in the customer’s own jurisdiction. Customer may not use the System to process the data of another city or county or any other governmental entity nor for any commercial purpose.

16) Fee for Annual Renewal of Service. The renewal date is the one year anniversary of the Commencement Date or a subsequent renewal of the Service, whichever is later. Annual renewal fees shall be invoiced at least one month before the renewal date. Annual renewal fee must be paid by renewal date or the Service may be interrupted and possibly terminated. Fee for first renewal of the Service is shown in Exhibit B. The fee in subsequent years may change.



17) **Late Charges.** Interest on any overdue payments owed by Customer under this Paragraph, or under any other Paragraph of this Agreement, shall be charged and invoiced for as provided for in the Florida Prompt Payment Act, Sections 218.71-79, Florida Statutes, as amended.

18) **Progress Reports/Meetings.** VRS and Customer shall, within thirty (30) days of this Agreement signing, jointly develop a Project Management Plan, "Exhibit B", which shall be attached to this Agreement as "Exhibit B", detailing tasks to be performed, responsibility for the accomplishment of each task, and a deadline for each task. Customer and VRS will conduct meetings to review progress on a regular basis, with the schedule to be jointly determined.

19) **Customization.** In the event Customer requests consulting support or customization of the System which support or modifications are beyond the scope of VRS' obligations under this Agreement Customer shall notify VRS in writing of its needs for such support or customization. Should VRS agree to perform such consulting, support or customization, all such work requested by Customer will be provided by VRS at VRS' then current rates for these services. In addition, Customer shall reimburse VRS for all reasonable travel and living expenses incurred by consultants and employees of VRS in implementing such services at rates statutorily allowed within Florida law for State employees.

20) **Data Protection.** While VRS shall make every reasonable effort to protect data for Customer on a regular basis, VRS is not responsible for Customer's files residing on VRS' equipment. Customer is solely responsible for independent backup of data stored on VRS' server and network.

21) **No infringement.** Customer hereby agrees that any material submitted to Customer's web site and all domain names will not violate or infringe any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything libelous, harmful or unethical. Unethical materials and uses include, but are not limited to pornography, obscenity, nudity, violations of privacy, computer viruses, hacking, warez, MP3s and any harassing and harmful materials or uses. Any potentially illegal or unethical activity may be deactivated without warning by VRS. Customer hereby agrees to indemnify and hold harmless VRS for any claims resulting from the submission of illegal or unethical materials.

22) **No Liability for Privacy of Information.** Due to the public nature of the Internet, all information should be considered publicly accessible, and important or private information should be treated carefully by Customer. VRS is not liable for protection or privacy of information transferred through the Internet or any other network provider that customers may utilize.

23) **Changes in Terms and Conditions.** VRS may change the terms and conditions of this Agreement. Customer will be notified of the changes to the agreement 120 days before the Renewal Date. Payment of the Renewal Fee will be construed as acceptance of the changes to the Agreement.

24) **Arbitration/Mediation.** If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through



direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment upon the Award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Mediation and arbitration shall be sought in Customer's County. In such cases the parties shall evenly split the cost of any mediator(s) or arbitrator(s) used in such proceedings. The decision of the arbitrator shall be binding. Any settlement entered into outside a court of competent jurisdiction shall be committed to writing and signed by both parties.

25) **Taxes and Duties.** Customer is currently a tax-exempt entity and is not liable for any sales, service, use, excise, lease, or similar taxes. However, should this status change Customer agrees that it and not VRS will be liable for and promptly pay any such taxes or duties that may become due as a consequence of this Agreement.

26) **Use of Customer's Name.** Customer agrees that VRS may include Customer's name in any complete or partial listing of VRS Customers, for VRS' own marketing efforts, at VRS' sole discretion.

27) **Force Majeure.** Neither party shall be responsible to the other for nonperformance due to acts of God, fire, flood, hurricane, epidemic, acts of government, wars, riots, civil unrest, strikes, accidents in transportation, or other causes beyond the control of the parties.

28) **Section and Paragraph Heading.** Section and paragraph headings used throughout this Agreement are for reference and convenience and in no way define, limit, or describe the scope or intent of this Agreement or affect its provisions.

29) **Multiple Copies or Counterparts of Agreement.** The original and one or more copies of this Agreement may be executed by one or more of the parties hereto. In such event, all of such executed copies shall have the same force and effect as the executed original, and all of such counterparts, taken together, shall have the effect of a fully executed original.

30) **Non-appropriation of funds.** All funds for payment by Customer under this Agreement are subject to the availability of an annual appropriation for this purpose by Customer. In the event of non-appropriation of such funds by the Customer for the services provided under this Agreement, Customer shall terminate the Agreement, without termination charge or other liability, 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 Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by VRS with thirty (30) days prior written notice, but failure to give such notice shall be of no effect and



Customer shall not be obligated under this Agreement beyond the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in manner and form sufficient to bind them as of the date signed by the last party to sign this Agreement as indicated below.

City of Doral

By: Barbara Herrera Date: 11/30/11
Barbara Herrera, City Clerk

By: Yvonne Soler-McKinley Date: 11/30/11
Yvonne Soler-McKinley, City Manager

By: Jimmy Morales Date: 11/30/11
Jimmy Morales, City Attorney

VR Systems, Inc., Tallahassee FL

By: Jane M. Watson Date: 11/30/11
Jane M. Watson, President



For City of Doral, FL, City Clerk

Exhibit A - Fee Schedule for Candidate Financial Reporting Service

<p>Candidate Financial Reporting Service initial fee, implementation and training</p> <p>Training (2 hours)</p>	<p style="text-align: right;">\$ 1,360</p>
<p>First Annual Renewal of Service Fee</p>	<p style="text-align: right;">\$ 360</p> <p><i>Annual Renewal of Service Fee is due on the one year anniversary of the Commencement Date or a subsequent renewal of the Service, whichever is later. The Commencement Date is the date the Customer is given access to Customer's initial VR Systems' startup Candidate Financial Reporting Service.</i></p>
<p><small>Price in effect as of 11/31/2011</small></p>	

Payment Terms: 50% due upon execution of final Agreement and 50% of the due upon completion of installation.

Jane M. Watson

Jane M. Watson, President, VR Systems, Inc.

Date: 11 30 2011

Barbara Herrera

Barbara Herrera City Clerk, City of Doral, FL

Date: 11 30 11



Exhibit B

Project Management Plan Progress Reports/Meetings. VRS and Customer shall, within thirty (30) days of this Agreement signing, each appoint a project manager and jointly develop a Project Management Plan, "*Exhibit B*", which shall be attached to this Agreement as "*Exhibit B*", detailing tasks to be performed, responsibility for the accomplishment of each task, and a deadline for each task. Customer and VRS will conduct meetings to review progress on a regular basis, with the schedule to be jointly determined.

1. Questionnaire delivered for Supervisor of Elections staff to itemize requirements
2. Timeline of implementation to be agreed upon
3. Date of training to be agreed upon
4. Starter service available to Customer.