

VR Systems' MOVE Act Service☆

- 1) **System License.** VR Systems, Inc. ("VRS") hereby grants to the Leon County Supervisor of Elections 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 **MOVE Act Information Service (MAIS)** developed and owned by VRS, including all releases, enhancements, customizations, and other changes thereto, (the "Service") described in Exhibit C.

- 2) **Exhibits.**
Attached and made a part hereof for all purposes are the following Exhibits:
Exhibit A Fee Schedule
Exhibit B: Project Management Plan
Exhibit C: Functionality List
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.

- 3) **Service Outline.** See Exhibit C.

- 4) **Host Server.** VR Systems' host servers are used to store the MOVE Act data and to respond to requests for the MAIS web pages. This service does not offer full web site hosting.

- 5) **Administration of Host Server system.** The Service includes VR Systems' administration of the web site servers and the network infrastructure that services the MAIS page links. Server systems will be maintained up-to-date for security purposes. VR Systems 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.

- 6) **Disk Space.**
VR Systems will maintain sufficient disk space to ensure continued service of the MAIS services.

- 7) **Backup of the Host Web Site.** The MAIS services and data will be backed up regularly such that the site could be restored in the event of a catastrophic disk failure.

- 8) **Transition Services.** Unless explicitly provided for in this contract, VR Systems does not provide migration of existing web content to the VR Systems hosted Web Site.

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

- 10) **Training Services.** VR Systems will provide documentation and will conduct web-based training sessions to instruct counties how to set up the

MAIS services on the customer's web site.

- 11) **Telephone Support.** VR Systems will provide telephone support to assist the Customer in the administration and maintenance of the MAIS services.
- 12) **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.
- 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 SERVICE 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 Service is two years from Commencement Date, but only so long as (a) 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 VR Systems' links. Annual renewal beginning with the 3rd year 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 MAIS exclusively for Customer's own use in her/his official capacity of Supervisor of Elections and may not use the System to process the data of another county or any other governmental entity nor for any commercial purpose.
- 16) **Annual Fees.** The renewal date is the second 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.
- 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. Late charges may be waived by VRS if the payment is overdue due to the tardiness of funds being sent by the Department of State to the county. However, late charges will not be waived if state funds to reimburse the Supervisor of Elections for the purchase of MAIS have been dispensed to the county.

- 18) **Progress Reports/Meetings.** The attached Project Management Plan, "Exhibit B", details 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, or Customer web page customization which support or modifications are beyond the scope of VRS' obligations under this Agreement or VRS' Maintenance and Support provisions 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.** The MAIS data is a copy of a subset of data from the main voter registration database on the Supervisor of Elections' server. Therefore MAIS data can be rebuilt from the master voter registration database. There are therefore no backup requirements for MAIS services.
- 21) **No infringement.** Customer hereby agrees that any material submitted to Customer's web site 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 40 days before the Renewal Date. Payment of the Renewal Fee shall 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.

VR Systems, Inc., Tallahassee FL

By: Jane M. Watson Date: 04/05/2010
Jane M. Watson, President

Leon County Supervisor of Elections Office

By: Ion V. Sancho Date: 4/1/2010
Ion V. Sancho, Supervisor of Elections

For Leon County Supervisor of Elections Office

Exhibit A - Fee Schedule for VR Systems' MOVE Act Information Service ☆

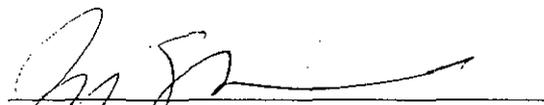
<p>Initial MOVE Act Information Service Fee Includes service license fee and first 24 months of service.</p>	<p>\$6,434.32</p>
<p>Total Due:</p>	
<p>Annual MOVE Act Information Service Fee due on the 2nd and subsequent anniversaries of the Commencement Date.</p>	<p>\$2,024.11</p>

Prices in effect until 04/02/2010

Payment Terms: 100% within 10 days of receiving MOVE Act reimbursement monies from the Department of State. Payment is overdue 35 days after MOVE ACT reimbursement monies have been received by the county. Interest on any overdue payments owed by Customer shall be charged and invoiced for as provided for in the Florida Prompt Payment Act, Sections 218.71-79, Florida Statutes, as amended.


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

Date: 04 / 05 / 2010


Tony V. Saneho Supervisor of Elections

Date: 4 / 1 / 2010

Exhibit B

Project Management Plan

Date TBA Webinar orientation of features of the Move Act Web Voter Information Service

Date TBA Test web site for testing out the new features

Go live date TBA (before July 1st, 2010)

Exhibit C

Functionality List

VR Systems will deliver the following functionality:

- The ability to receive a web site page redirect from the State of Florida's web site environment to a county-specified URL address. Data included in this redirect will be a valid FVRS Voter ID Number and sufficient information to ascertain that the redirect request originated with the State of Florida's web site. NOTE: Voters who requested address protection pursuant to Section 119.071(4)(d), F.S. will not be able to use this service as their information is not maintained on the web servers.
- When the above web site page request is received by the county web site server, the requesting person's browser will receive a web page response from the county server which will contain the following information from the voter's registration record:
 - If the voter is found in the local database
 - Full name
 - FVRS Voter ID Number
 - Registration Date
 - Birth Date
 - Residence Street Address
 - Precinct id
 - Mailing address (this may be the same as residence)
 - Party affiliation code
 - Status of the voter (eligible to vote / not eligible to vote)
 - If not found, the voter will be asked to contact the Supervisor of Elections' office
 - Election Information
 - For elections occurring within the past 12 months
 - Election name
 - Election date
 - Books closing date
 - Early voting start date
 - Early voting end date
 - For future elections that have been set up by the county
 - if the Precinct assignment has been made by the County
 - Precinct name
 - Precinct location
 - URL link to an absentee/mail ballot request form
 - Absentee/mail ballot status, including
 - date requested, date mailed, date returned
 - Absentee delivery point (one of the following)
 - mailing address
 - email address (for UOCAVA voters)

- fax number (for UOCAVA voters)
- Provide access to an absentee/mail ballot request form that requests the following (Note: the form will be pre-filled with the data available from the voter record that is part of the public information on the database)
 - Election name – can be “All Elections through <date>” or a single specific election
 - Absentee/mail voter type (one of the following)
 - Civilian Domestic (default)
 - Military / Dependent Domestic
 - Civilian Overseas
 - Military / Dependent Overseas
 - Voter’s Name – First, Middle, Last
 - Birth Date
 - Email Address
 - Daytime phone number
 - Voter ID (prefilled by the application)
 - Residence address
 - USPS Mailing address (if different from above). Voter must self certify that he/she is away from home for one of the valid statutory reasons
 - I am absent from the county, and do not plan to return before the day of the election
 - I am temporarily unable to occupy the residence because of a natural disaster
 - I am in a hospital, assisted living facility, nursing home, short-term medical or rehabilitation facility, or correctional facility
 - Option to provide an alternate delivery point for the ballot.
 - If not Civilian Domestic, offer delivery by
 - USPS, fax, or email
 - Otherwise, offer delivery by USPS (validate against voter’s self certification above)
 - Requestor information
 - Relationship to voter
 - Name (first, middle, last)
 - Address (street, city, state, zip, country)