



SYSTEM LICENSE AND MAINTENANCE AGREEMENT

Between

VR Systems, Inc.
3375 H-4 Capital Circle NE
Tallahassee, FL 32308-3314

And

Supervisor of Elections Office
Broward County
115 South Andrews Avenue, Room 102
Fort Lauderdale, FL 33201-1802



System License and Maintenance and Support Agreement

Terms and Conditions

1. **System License.** VR Systems, Inc. ("VRS") hereby grants to the Broward 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 the computer-based **Voter Focus**  **Voter Registration and Information Management** software package developed and owned by VRS, including all releases, enhancements, customizations, and other changes thereto, (the "*System*"), more fully described in "*Exhibit A*" attached hereto and the Documentation described in Paragraph 7. This License is granted upon the condition that Customer use only the designated computer hardware, and peripherals compatible therewith, that are recommended by VRS in accordance with "*Exhibit B*."
2. **Term of License.** This License shall be in effect for the Initial Term (Paragraph 10 below) of this Agreement and any renewals thereof, but only so long as: (a) Customer is not in breach of, or in default under, this Agreement; and (b) Customer is covered under VRS' Maintenance and Support Program described in Paragraph 20.
3. **Exhibits.** Attached and made a part hereof for all purposes are the following Exhibits:
 - Exhibit A:* Schedule of Modules
 - Exhibit B:* Recommended Hardware and Software
 - Exhibit C:* Fee Schedule
 - Exhibit D:* Project Management Plan Outline

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.
4. **Location of the System.** The System shall be located at the location indicated on the cover page of this Agreement. Customer may relocate the System to another location of Customer that replaces the specified initial location. Should Customer desire to locate the System other than at the specified initial location, Customer shall notify VRS in writing of its intent to so relocate at least thirty (30) days before the desired relocation.
5. **Delivery and Installation of System.** The System and all Documentation agreed to be furnished by VRS shall be delivered to Customer and installed by VRS. Should Customer's hardware not be compatible for installation of and use with the System, VRS shall not be obligated to install the System until Customer, at Customer's sole obligation and expense, purchases or otherwise acquires all hardware and non-VRS software recommended by VRS (the "*Exhibit B*" "*Recommended Hardware/Software*"). VRS' judgment about compatibility of hardware and software is based on VRS' knowledge of the design of the System and will be exercised in Customer's best interest in order to insure the effective performance of the System. Customer recognizes that it is purchasing all necessary Recommended Hardware/Software directly from the manufacturer or its sales agents. VRS shall have no obligation to repair, replace, maintain, modify, or otherwise perform any services to any



hardware or other equipment on which the System is installed or used. Any and all warranties, if any, on the Recommended Hardware/Software or hardware or software acquired independently by customer shall be provided solely by the manufacturer thereof. VRS makes no express or implied warranties whatsoever with respect to the Recommended Hardware/Software and shall have no liability or responsibility for the fitness, merchantability, performance, maintenance, or condition of same. VRS is not responsible for maintaining Customer's hardware, maintenance and management of the network, Microsoft Domain security, data backup.

6. **License Fees.** Customer agrees to pay VRS the first year's License Fee for the System as shown in "Exhibit C". This License Fee does not include: (a) the combined annual renewal fee for the annual License and Use and the annual Support and Maintenance (hereinafter "*Annual Use/Maintenance/Support Fee*") provided for in Paragraph 20(b) below and/or "Exhibit C"; nor (b) any costs for the Recommended Hardware/Software needed for the operation of the System.
7. **Documentation and Software.** Executable System software will be supplied to Customer on CD or other appropriate medium. Electronic Documentation shall consist of the System Administration Manuals which will be provided to Customer on CD ROM (or other similar medium) and which will be an integral part of the System software in order to assist Customer in the operation of the System. The System Administration Manuals and Help Functions may be printed in hard copy by Customer. Addenda and corrections will be supplied as the software develops.
8. **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 the System Warranty (Paragraph 11) or VRS' Maintenance and Support provisions included but not limited to "Exhibit A" and "Exhibit C", 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.
9. **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 voter registration records are confidential and VRS hereby agrees that these records will not be used for any other purpose than those specified in this Agreement and by the Supervisor of Elections. These records will not be copied nor will any person be allowed to extract any information from these records without the consent of the Supervisor of Elections of 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.

10. **Term.** The *Commencement Date* shall be the date the Customer commences registering voters. The "*Initial Term*" of this Agreement shall be five (5) years beginning on said Commencement Date.
11. **Warranty.** During the Initial Term, VRS warrants that the System will perform reasonably in the manner described in the Documentation supplied by VRS, provided Customer has not made any changes to the System. (NO WARRANTY IS MADE, HOWEVER, WHETHER EXPRESS OR IMPLIED, FOR ANY PART OF THE SYSTEM COPIED OR DUPLICATED BY CUSTOMER). VRS is entitled to written notice of any failure of the System and granted the exclusive right to undertake and complete changes, corrections or repairs necessary under the warranty within a reasonable period of time. The customer shall use the testing facilities provided by the System to conduct trials, fully exercising all the essential functions of the System. Such System testing shall be done sufficiently in advance of, and at least ninety (90) days before, each Election cycle as to allow time for the resolution of any defects of the System and a re-test to verify proper performance of the System. Any defects discovered during System testing or during normal operation of the System shall be promptly communicated to VRS by Fax or email. Whatever additional materials that VRS shall request relating to the defects or problems (such as information described in Paragraph 20) shall be promptly provided by Customer on the appropriate medium. Upon such notification, VRS will, within a reasonable period of time, rewrite, repair or replace, at its cost, any part of the System which is not functioning according to this warranty, and will bear all labor, travel and lodging expenses for its personnel used in connection with warranty work. If VRS is unable to repair or replace the System, it will, after the return of the System and Documentation intact and in proper condition, refund Customer the Annual Use/Maintenance/Support Fee on a pro-rata basis and this Agreement will automatically terminate without additional liability to Customer. The pro-rata refund will be based on the number of months remaining in the then-current Maintenance and Support services year. If it is determined by the parties that the defects are attributable to changes made to the System by Customer or others in Customer's employ or at Customer's direction, Customer will pay VRS within fifteen (15) days of VRS' invoice for: (a) the time spent by VRS personnel in evaluating the stated defects, at VRS' then current rates for such services; and (b) the travel expenses of its personnel in connection with such evaluation of non-warranty work at rates statutorily allowed under Florida law for State employees and such expenses shall be deemed pre-approved by Customer and shall include travel to and from Customer's site, lodging, meals, telephone, and shipping, and the like. The foregoing warranty does not replace or eliminate in any way Customer's obligations under VRS' Maintenance and Support program in Paragraph 20 below.
12. **Exclusion of All Other Warranties.** THE SOLE LIABILITY OF VRS TO CUSTOMER FOR PERFORMANCE OF THE SYSTEM IS LIMITED TO THE ABOVE WARRANTY OF REPAIR, REPLACEMENT, OR PRO-RATA REFUND. THIS WARRANTY IS THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER AND IS IN SUBSTITUTION OF ALL OTHER WARRANTIES, EXPRESS, OR IMPLIED, AND IS IN LIEU OF ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER WRITTEN, ORAL, OR IMPLIED WARRANTIES (EXCEPT AS TO TITLE) ARISING OUT OF ANY COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE.



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 SOFTWARE SYSTEM 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 C" (exclusive of out-of-pocket reimbursements and the Annual Use/Maintenance/Support Fee).
14. **Title to System/Protective Covenants.** Customer acknowledges that the System and Documentation (including changes, enhancements, alterations, and additions provided under Maintenance and Support) are the sole and exclusive property of VRS; that the System and Documentation, and all parts and components thereof, constitute valuable assets, trade secrets, and give proprietary rights to VRS; that neither legal nor equitable title to the System or Documentation passes to Customer under the terms of this Agreement or under any other agreement or theory; and that any information with respect to the System and the Documentation, is strictly confidential and to be strictly protected by Customer per Paragraph 9, whether or not all or any portion of the System or Documentation have been copyrighted or patented. No part or portion of the System or Documentation may be altered, modified or enhanced by Customer, or its agents or employees. All programs, documentation, and materials in machine-readable form supplied under the License shall be kept in a secure place, under access and use restrictions not less strict than those applied to Customer's most valuable and sensitive programs and data.
15. **Copying the System or Documentation.** Except for ordinary and necessary backup or archival purposes, Customer shall not copy, duplicate, print, or reproduce the System, or Documentation or any part or portion thereof. Moreover, Customer shall not, without the prior written consent of VRS, permit, either gratuitously or for consideration, any review, use, examination, or inspection of the System or any part thereof or any Documentation provided in connection therewith, for any person or entity whomsoever for any purpose, including training, other than the necessary employees of Customer for use by them in their regular services to Customer in operating the System. Customer further agrees not to disassemble, reverse compile or reverse engineer the System or any part thereof. Customer shall not reveal to any person or entity, and shall require its employees not to reveal to any person or entity, any information with respect to the System and Documentation, and Customer shall take appropriate action to insure that these obligations will be and are fulfilled.
16. **Use Restrictions.** Customer is restricted to using the System exclusively for Customer's own use and may not use the System to process the data of another county or any other governmental entity.



17. **Assignment; Binding Effect.** Neither party hereto may assign its right or obligations under this Agreement without the prior written consent of the other party except that VRS may assign this Agreement to any entity which acquires all or substantially all of its business by merger, sale of assets, or otherwise. Without the prior written approval of VRS, neither the Agreement or the License herein granted may be sub-licensed, transferred, given, assigned to, or leased or used by, any third party including but not limited to Customer's consultants or other counties or governmental entities. Any such transfer is of special concern as it involves any present or potential competitor of VRS, or anyone who might develop systems similar to the System, or who might use VRS' proprietary information in any manner whatsoever. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' permitted assigns and successors.
18. **Installation Responsibility.** Customer shall be solely responsible for site preparation, including unpacking, uncrating, and installing the hardware and making the hardware ready for operational use. The installation of all necessary cable, power connections, utility, network and communications services shall be performed by Customer.
19. **Progress Reports/Meetings.** VRS and Customer shall, within thirty (30) days of this Agreement signing, jointly develop a Project Management Plan, "Exhibit D", which shall be attached to this Agreement as "Exhibit D", 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.

20. Maintenance and Support.

(a) *Coverage.* During the Initial Term of this Agreement, subject to renewal or termination as otherwise provided, VRS agrees to:

Provide unlimited telephone support in the effective use of the System on weekdays during the hours of 9:00 a.m. to 5:00 p.m. (Eastern Standard Time) with the availability of ongoing emergency contact.

Provide Customer with the latest and most up to date version of Customer's System and Documentation, including any and all enhancements and improvements to them (but not including new products developed by VRS for use in conjunction with the System and sold separately).

Correct or replace the System and/or provide services necessary to remedy any programming error that is both attributable to VRS and that significantly affects the performance of the System. Such correction, replacement, or services will be promptly accomplished after Customer has identified and notified VRS of any such error in writing via facsimile or email. At its expense, Customer agrees to provide VRS with information, including, but not limited to, sufficient access via Virtual Private Network VPN or modem to Customer's system, file dumps, screen dumps, error reports, as requested by VRS, and with sufficient support and test time on Customer's computer system to duplicate the problem encountered in order to ascertain that the problem is with the System and to correct the problem. Corrections for difficulties or defects traceable to Customer errors or unauthorized System changes, however, will be billed at VRS' standard time and material rates.



(b) *Annual Fee and Annual Renewal* The Fee for the first year of Maintenance and Support is included in the original License Fee. Each subsequent annual Use/Maintenance/Support Fee shall be due and payable prior to the forthcoming year. Each such fee will be due upon receipt of invoice and must be paid in full within 15 days of said receipt and in any event not later than thirty (30) days prior to the forthcoming "*Anniversary Date*" (the recurring annual date first occurring one year after the *Commencement Date*). VRS shall have the option to increase said fee by not more than ten percent (10%) of the prior year's annual fee. In order to give notice of the fee for budgeting purposes and also to renew each year of this 5-year Agreement, VRS shall provide written notice to Customer, not later than March 1st of each calendar year, the amount of the Annual Use/Maintenance/Support Fee for the subsequent county financial year.

(c) *Late Charges; Termination.* 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. Customer understands and agrees that each annual Use/Maintenance/Support fee is a use fee for the right to the next year's annual License and the right to the next year's annual Maintenance and Support, and that these shall be deemed provided and complete, and payment therefore due, upon receipt of invoice as provided above. In the event Customer fails to timely pay any such annual fee, or any other fees or charges provided for in this Agreement, Customer's License to use the System and Documentation shall terminate on the earlier of thirty (30) days notice from VRS, or as of the year-end of the then-current year's Maintenance and Support services for which payment is due.

(d) *Changes in Terms and Conditions.* VRS may change the terms and conditions of this Agreement, but no such change shall be effective during the Initial Term of this Agreement, except that pricing may change from time to time for VRS' services not covered by Maintenance and Support (e.g. additional days of training and the like).

(e) *Enhancements and Corrections.* Any enhancements, corrections or alterations to, or new versions of, the System or Documentation delivered to Customer by VRS under this Agreement, shall be limited to one (1) copy of such enhanced, corrected, altered or new System or Documentation. Program changes, including training in the use and implementation of such program changes, in order to meet any new statutory requirements will be provided under the Maintenance and Support portion of this Agreement.

(f) *Travel Expenses.* Customer shall reimburse VRS for any travel expenses incurred by VRS at rates statutorily allowed within Florida law for State employees in performing its Maintenance and Support obligations. Such expenses shall be pre-approved by Customer and may include travel to and from Customer's site, lodging, meals, telephone, and shipping, and the like.

21. **Breach/Default Generally.** In the event Customer is in default in the payment of any Fee set forth above or fails to carry out any other requirement of this Agreement, VRS may notify Customer in writing by certified mail. If Customer fails to remedy the default or breach within 10 days of receipt of such notification, VRS shall have the right, at its option, to terminate this Agreement and take possession immediately of the System, the Documentation, and all accompanying materials and documents (excluding Customer's hardware and equipment). In the event of such default or breach, Customer agrees to immediately cease use of the



System, remove the System from Customer's CPU(s) and deliver to VRS the System and all System backups, Documentation, and other materials delivered by VRS to Customer. VRS shall have no duty to perform under this Agreement in the event Customer defaults under or breaches this Agreement.

22. **Breach/Default as to Certain Use/Disclosure Restrictions; Attorneys' Fees.** Customer agrees that for any breach of the restrictions upon the use, sale, transfer, or disclosure of the System as provided for in this Agreement (Paragraphs 9, 14, 15, 16, and 17) monetary damages shall not be a sufficient remedy or protection for VRS, and VRS shall be entitled to seek injunctive or other equitable relief that it may deem proper or necessary in a court of competent jurisdiction without any requirement to post bond or surety thereon as a condition of such relief, in addition to being entitled to seek any other legal or equitable relief. In any legal proceeding (including litigation, arbitration, mediation, or other legal proceedings) which may arise from any breach or default relating to said Paragraphs (and only said Paragraphs) the prevailing party shall be entitled to recover all attorneys' fees which is defined to include all costs, fees, collection costs, and other expenses of said litigation.
23. **Patent and Copyright Indemnification.** VRS agrees to hold Customer harmless from any claim, suit, or action relating to a US patent or US copyright infringement arising out of Customer's use of the software developed by VRS or tools employed in development of its software and shall pay all reasonable legal fees, costs, and expense of Customer incurred in the defense of any US patent or US copyright claim or suit, provided that: (a) Customer is not in default under any of the provisions of this Agreement; (b) the software against which the claim is made was manufactured, created and developed by VRS and not third parties; (c) Customer notifies VRS promptly in writing of any patent or copyright claim; and (d) VRS has an opportunity to fully participate in the defense and/or agrees to a settlement of any such claim. If a patent or copyright claim is made, or in VRS' opinion is likely to be made, VRS may at its sole option, either replace or revise the System or Documentation so that the System or Documentation will be non-infringing on claimant, obtain a right to use the System from the claimant, or refund to Customer the License Fee paid hereunder. Either of said options shall be the maximum exposure of VRS for any such copyright or patent infringement claim.
24. **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.
25. **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.
26. **Notices.** Except to the extent otherwise specifically provided herein, any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein shall be in writing and addressed to the parties at their respective addresses set forth in this Agreement and deposited with the United States Postal Service for delivery by certified or registered mail, postage prepaid and return receipt requested. Any notice so sent shall be deemed to be both given and received, three (3) business days after being so deposited. Either party may from time to time change the notice address set forth herein by delivering



notice to the other party in accordance with this Paragraph, setting forth the new address and the date on which it will become effective.

27. **Waiver or Modification.** No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement or the rights or obligations of any party hereunder, unless such waiver or modification is in writing and duly executed as aforesaid. The provisions of this Paragraph may not be waived except as herein set forth.
28. **Severability.** The provisions of this Agreement are severable, and in the event that any provision hereof is held by any court to be void, voidable or unenforceable, such provision shall be deemed stricken from this Agreement. All other terms and conditions shall remain in full force and effect, and the parties agree to remain bound by and perform in accordance with the terms hereof, as so amended.
29. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all previous written or oral agreements between the parties with respect to such subject matter of this Agreement. All prior proposals, bids, negotiations, discussions, conversations, representations, and statements of every nature whatsoever are integrated and merged into this instrument, and only this Agreement shall have any force or effect hereafter. Customer acknowledges that it has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein.
30. **Applicable Law.** The laws of the State of Florida shall govern the interpretation of this Agreement.
31. **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 judgement upon the Award rendered by the abitrator(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.
32. **Force Majeure.** Neither party shall be responsible to the other for nonperformance due to acts of God, fire, flood, epidemic, acts of government, wars, riots, civil unrest, strikes, accidents in transportation, or other causes beyond the control of the parties.
33. **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.

34. **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.
35. **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
Jane M. Watson, President

Date: 03/04/05

Broward County Supervisor of Elections Office

By: Brenda C. Snipes
Dr. Brenda Snipes, Supervisor of Elections

Date: 3/3/05



Exhibit A

Voter Focus☆ Election and Voter Information Management System Software

Software Features

- ◆ Absentee Ballot Processing
- ◆ Counter/In Office Voting
- ◆ Document Image Scanning and Retrieval
- ◆ Flexible Reports
- ◆ Help Module
- ◆ Petition Management
- ◆ Pollworker Management
- ◆ Printing of Notices and Documents to Voters
- ◆ Public Inquiry Screen
- ◆ Streets Maintenance and Geographic Information
- ◆ System Administration
- ◆ Voter Management and List Maintenance
- ◆ Voter Registration
- ◆ Specialized Web Services



EXHIBIT B

1. Introduction

The purpose of this document is to help your County to plan for hardware configuration changes that may be needed in order to support running Voter Focus☆ and other support processes associated with VR Systems' products and services. Please note that this information is based on a "generic" assessment for a county of the specified size (estimated number of active registered voters 5 years from the date of installation of Voter Focus☆).

To assist you in customizing this for your specific County, we have divided the specification into the following categories, typical of a large county.

- Database server(s) - These machines will service all database queries and updates
- Image server(s) - These machines will service all image lookup and storage requests
- Workstation computers - These are the typical machine for the average staff user.
- "Workhorse" workstation computer(s) - These are the machines that should be used to process large batch operations (printing, register generation, etc.)
- Scanner workstation(s) - These are the machines that have a scanner attached to them for the purpose of capturing images (Images can be indexed to a voter from any workstation)
- Network architecture for Local Area Networks (LAN)
- Network architecture for Wide Area Networks (WAN) (between physical locations that otherwise can not be served by a LAN)

VR Systems requires the completion of a "site survey" interview. During this interview process our technical staff will review your specific county configuration, the information we learn will enable us to fine tune these specifications for your particular needs, including recommended numbers for each of the categories above.



EXHIBIT B

1.1 Database Server

The server is a critical resource. Purchase a computer designed to be a file server from a reputable manufacturer Dell, IBM, Compaq, etc... The specifications below will handle the load requirements of Voter Focus[☆]. VR Systems requires the database server be dedicated to Voter Focus[☆]. VR Systems recommends purchasing a database server that can be expanded should the need arise, although we do not anticipate any changes at this point that would force an upgrade to this specification.

CPU configuration	Tripple Xeon processMPs at 2.0 GHz/1MB or better
Front-side bus	400 MHz
Cache	1MB L3
Memory	3GB
Network Interface Card (NIC)	1Gbit recommended
Drive controller	SCSI – capable of handling disk specifications below
Hard drives	We recommend Raid 5, on a good quality hardware Raid Controller (with hot plug capability and capacity) - for instance on Dell: qty 4 - 73GB 15,000 RPM SCSI drives on the PowerEdge 6650 Server. NOTE: 1 hot plug spare + 1 raid parity, leaves 2 data drives (146Gig data capacity)
Disk Capacity	140 Gig - Voter Focus [☆] database (MSSQL®). NOTE: This includes sufficient space to store the three copies of the Voter Focus [☆] database used to support production, testing, and redistricting as well as a permanent copy of the pre-conversion data from the previous voter registration system. It also includes sufficient space to store up to 5 days of online backup files for the production database.
Database recovery (backup capacity requirements)	Ask yourself, “what are the worst times for a system outage to occur?” and plan accordingly. For counties of this size, we recommend components that can have redundancy be so configured (power supplies, etc.). Purchase a high quality tape backup system (probably with a auto-stack capability for unattended operation). We also recommend the purchase of a duplicate backup server with the same capacities. Restoration of a system of this size from tape backup to disk can take several hours. We recommend that the backup server be staged so that the previous night’s backup file is available on the backup server’s hard disk. Restoration of the database in this case will typically take less than 30 minutes.
Monitor, keyboard, CD ROM, and mouse	Normal consideration for working with the server should be considered. Typically, the servers share a common set of these devices, but that is not necessary.



EXHIBIT B

Operating System	Windows 2000 Server with enough CAL licenses for each workstation. Please check your licensing options here. Microsoft changes these frequently and you may find a more cost effective solution than purchasing individual CALs.
Microsoft Office	Version 2000 or later. This is required for support
Database Software	Microsoft SQL Server 2000 with client licenses for each workstation. Again check alternative licensing schemes for your situation.
Symantec PCAnywhere version 10.5 or greater	This is required for VR Systems' support staff use.
UPS	Suitable UPS with Powerchute-style software to gracefully shut down server on power failure



EXHIBIT B

1.2 Image Server

The image server is also a critical resource, but does not require the CPU capacity that a database server requires. Purchase a computer designed to be a file server from a reputable manufacturer Dell, IBM, Compaq, etc... The specifications below will handle the load requirements of Voter Focus☆. This server can be used for other file services, provided such use does not degrade the access time required to retrieve images for your typical transaction volumes. VR Systems recommends purchasing an image server that can be expanded should the need arise. Keep in mind your county-specific imaging requirements.

CPU configuration	Single Xeon Processor at 2.0 GHz/1MB or better
Front-side bus	400 MHz or better
Cache	512k MB L2
Memory	512MB
Network Interface Card (NIC)	Minimum 100 Mbit (1Gbit recommended)
Drive controller	SCSI – capable of handling disk specifications below
Hard drives	We recommend Raid 5, on a good quality hardware Raid Controller - for instance on Dell: qty 3 -146GB 10,000 RPM SCSI drives on the PowerEdge 2650 Server. NOTE: data capacity would be 292GB in this case.
Disk Capacity	292 Gig – Document images. This is a guesstimate that may vary depending on your county’s image scanning process. This should be sufficient to store an average of 5 (34k byte) images per active voter. Keep in mind that the images for inactive and purged voters will also be stored, so the actual average per voter will be smaller.
Recovery (backup requirements)	Each image is stored in a single file. As such, some backup processes can take very long to complete as they are backing up well over a million relatively small files. We recommend a backup scheme that provides a backup of the images to a “write once” media. Special care should be taken to select a media that has a long and reliable shelf life. With this form of backup, only the most recent files must be placed on the backup device. The alternative is to use a tape backup system, where all files are backed up regularly. Keep in mind that restoration of images is not as time critical as the database -- in most situations.
Monitor, keyboard, CD ROM, and mouse	Normal consideration for working with the server should be considered. Typically, the servers share a common set of these devices, but that is not necessary.



EXHIBIT B

Operating System	Windows 2000 Server with enough CAL licenses for each workstation. Please check your licensing options here. Microsoft changes these frequently and you may find a more cost effective solution than purchasing individual CALs.
Database Software	Microsoft SQL Server 2000 with client licenses for each workstation. Again check alternative licensing schemes for your situation.
UPS	Suitable UPS with Powerchute-style software to gracefully shut down server on power failure



EXHIBIT B

1.3 Workstation computer

Voter Focus[☆] operates fine in workstation configurations dating back to the Windows 98® level. However, recent trends in security and other processes that are likely to arise out of the HAVA, suggest that we should raise our minimum workstation configuration to Windows 2000 Professional. Therefore, the following states the configuration based on that recommendation. If you have special circumstances that suggest you retain Windows 98 or NT client workstations, please contact VR Systems and we will assess the potential impact of that decision. NOTE: if you plan to deploy notebook computers, a notebook computer configured similarly to the below specification will suffice, with the exception of disk capacity as noted below.

CPU configuration	Pentium III Processor at 400MHz or better
Memory	128MB or greater
Network Interface Card (NIC)	10/100 Mbit Ethernet NIC, PCI adapter, with on board process that does not use the CPU for networking activities.
Hard drives	2500 RPM or better (actually any system capable of running Windows 2000 or better will have an acceptable speed hard drive. We require nothing special).
Disk Capacity	There is no special requirement here. 1Gig of free space would be more than ample; Voter Focus [☆] can be installed and run in less than 100 MB of disk space on a client workstation. NOTE: If you are configuring a stand-alone notebook or desktop computer for use at a remote location on election day, you should allocate more disk (3 Gig) as we need to store a mirror image of the voter information in an Access ® database.
Recovery (backup requirements)	There is no need to backup the workstations for the purpose of Voter Focus [☆] . This does <u>not</u> alleviate the need to backup the workstation for other uses you may have for the workstation.
Monitor, keyboard, CD ROM, and mouse	Normal consideration for working with the workstation should be considered. Experience has shown that a 17" CRT or flat screen LCD works well for front office staff.
Operating System	Windows 2000 Professional or greater (Microsoft Windows operating system). See note above in the introduction.
Microsoft Office (optional – see note)	Version 2000 or later. This is required only for workstations that have a need to output merge letters and other word processing output.
Power surge protection	Protection suitable to satisfy your requirements to protect the workstation.



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(Only required if the "Workhorse" workstations are not easily accessible to staff)
Symantec PCAnywhere version 10.5 or greater
(see note - this is not needed on all workstations)

The workstation(s) need to be easily accessible by the Absentee Coordinator, the Poll worker Coordinator, Voter Registration Coordinator so that problems can be assessed and short refresher training can take place without inconveniencing the workflow of other managers.



EXHIBIT B

1.4 "Workhorse" workstation computer

Essentially, most counties of this size will want to have 2 workstations in this category (possibly more if production of this type is done in remote locations). The significant difference is in CPU speed and network speed. These computers are used to run large batch jobs such as Register generation, batch database updates, large print jobs, GIS street imports, candidate disks, labels, envelopes, etc.

CPU configuration	Pentium IV Processor at 2.0MHz or better
Memory	1GB
Network Interface Card (NIC)	1Gbit Ethernet NIC, PCI adapter, with on board process that does not use the CPU for networking activities.
Hard drives	10,000 RPM or better.
Disk Capacity	20 Gig free space for output disk files.
Recovery (backup requirements)	There is no need to backup the workstations for the purpose of Voter Focus☆. This does <u>not</u> alleviate the need to backup the workstation for other uses you may have for the workstation.
Monitor, keyboard, and mouse	Normal consideration for working with the workstation should be considered.
Operating System	Windows 2000 Professional or greater (Microsoft Windows operating system).
Microsoft Office (optional – see note)	Version 2000 or later.
Power surge protection	UPS is required to avoid having to restart a long run.
CD-RW drive	This will be used by most counties primarily for candidate label output
Floppy drive	optional output for candidate labels
Symantec PCAnywhere version 10.5 or greater	This is required for VR Systems' support staff use. This can also be used for ad-hoc training if the workstation is readily accessible to the Absentee Coordinator, the Poll worker Coordinator, Voter Registration Coordinator so that problems can be assessed and short refresher training can take place without inconveniencing the workflow of other managers.



EXHIBIT B

1.5 Scanner workstation

This can be a regular workstation configured with an attached TWAIN compatible scanner. For the most part, VR Systems has always required and recommended Fujitsu Scanpartner series scanners. In recent time, we have found that other scanners are acceptable given that they incorporate a TWAIN driver that is compatible with our coding interface. The following Scanners are know to provide a compatible TWAIN driver. If you have another style or brand, please allow us to verify its TWAIN interface before you commit to using it with Voter Focus☆ (chances are it will work, but it is best to check it out ahead of time).

- Fujitsu Scanpartner 620C
- Cannon DR3020
- CanonPanasonic KV-S2055
- Fujitsu M3093DG

1.6 Network Architecture for Local Area Network (LAN)

The Voter Focus☆ system must have a well constructed network architecture in order to provide the user with the appropriate response times. Slow networks or networks that have intermittent connectivity loss can cause very slow responses or a requirement to restart processes. For the office environment (meaning the regular workstation connection to the database and image servers) a 100 Mbit network connection is very satisfactory as long as there are no network anomalies that would disrupt normal traffic (anomalies include things like excessive network collisions, improperly matched network speeds between routers and NICs, etc). Connection speeds less than 100 Mbit are typically a sign of trouble on a network. If you have configured a network to specifically run at less than 100 Mbit, VR Systems should be consulted to determine the impact on response times.

We highly recommend the database server, image server, and “workhorse” workstations be connected via a 1Gbit connection.

1.7 Network Architecture for Wide Area Network (WAN)

Connections between the LAN that serves the database and image servers and other LANs must be very carefully configured. For “high speed” connections between LANs where there are many workstations on a remote LANs (not on the database LAN), we recommend dedicated T1 lines. These “high speed” connections would typically be used to connect two offices where at least one office has more than 2 workstations.

For “medium speed” connections between LANs, we recommend a 800-1200 kbps line. This speed is fine for offices that only have 1 or 2 workstations, however response times will be lower than what a high speed connected office will experience. Normally these are served by using a Virtual Private Network connection over the internet. Be aware that when you do this, the effective speed is lower than the rated speed.

For “low speed” connections between LANs (not recommended), you can make use of Windows Remote Desktop or a tool like Symantec’s PCAnywhere® to allow a remote person to use the system via a “remote” window to a workstation located within the database server’s LAN environment. Remote control sessions like this are not recommended as it adds significant complexity to training, troubleshooting, and printing processes – none of which VR Systems is prepared to support as a normal course of business – you would rely on your County staff to train and maintain this type user environment.



EXHIBIT B

1.8 VR Systems' technical support access

It is a requirement that VR Systems have access to your database server for technical support activities. We can support you in the following ways, in order of preference (the preference is in the county's favor as our support solutions can be delivered faster and more effectively over a higher speed connection):

- Internet VPN connection using any of the following "software" VPN client solutions (we will entertain supporting others if these are not available to you).
 - Cisco VPN*
 - Sonicwall VPN*
 - Microsoft VPN*
 - Checkpoint VPN

* denotes a preferred selection (in other words, Checkpoint is not a preferred choice)
- Internet PCAnywhere connection – in this case, you would provide us with an internet IP address that we could use to create a direct PCAnywhere connection to you.
- Modem dial-in access to the server through a dedicated phone line provided by the County (this is good to have as a backup though in any case).

If your security requirements are such that access must be granted on a per occurrence basis, we can set up procedures accordingly. However, please be aware that in emergency situations, it will be necessary to acquire permission quickly or we may have to move on to serve other counties that might also be affected for which access is already available.

1.9 State Central Database and Voter Focus☆ Software interface

Florida statute requires that each County update the central voter database once a day. To accommodate this requirement, Voter Focus☆ provides an automatic update process that uses the state's designated FTP interface (Cute FTP pro) tool. This facility must run on a machine (preferably the database server) that is connected within the server's LAN and be capable of establishing connections to the internet on the following protocols and ports.

- SFTP – port 22 for transfer of files between the state and the County
- FTP – port 21 (and corresponding return data port – which varies for each connection – Passive FTP file transfer) for transfer of files between VR Systems and the County
- HTTP – port 80 for updates to the VR Systems' web services site (This is only needed if you use the VR Systems' web services modules.

VR Systems' anticipates that this same facility will be used to satisfy some Florida Voter Registration System requirements and therefore recommends that you start now (if not already in place) by establishing a "high speed" internet connection (T1 speeds or better) with appropriate firewall hardware and software to protect against outside access to your network.

1.10 Other components

<p>CD Duplicator (optional). This is typically a stand-alone device that can input 1 CD and duplicate the contents onto several (usually 4 or 5) CDs simultaneously.</p>	<p>If voter registration data CDs are to be distributed to phone banks and for laptops at the polls as an aid to poll workers on election day, a CD Duplicator will copy CDs quickly. The aim is to get the latest up-to-date information out to the polls.</p>
<p>Bar Code Reader Wands M1000-WND-CHV504 available from http://www.americanmicrosystems.com</p>	<p>needed at each workstation that enters voting history, final notice returns and/or absentee ballot returns.</p>



EXHIBIT B

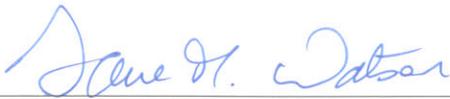
<p>Dymo LabelWriter LW330 Turbo printer (optional) with Large Address labels # 30321</p>	<p>These are used for absentee address label and ballot number + ballot number bar code for in-office voting and those voters who pick up an absentee ballot. They can also be used for one-off address labels for individual voters and can include a bar code of the voter's registration number. (perhaps order 2 to see if they are a time-saver).</p>
<p>Printers</p>	<p><u>please discuss your printing needs thoroughly with VR Systems Inc. before purchases are made.</u> All printers should be network connected either directly (preferred) by a network card or device such as HP Jet-direct® or by a shared printer connection.</p>
<p>Planning the Workflow</p>	<p>Plan where printers should be placed for the best workflow. Consider the different kinds of stationery – Voter ID Cards, Voter Labels, letters and notices to voters, Address Confirmation and Address Final Notices and decide which printers will carry which kind of stationery. This must be communicated to your technical staff and hardware vendor so that wiring, slots, Jet Direct boxes can be planned appropriately.</p> <p>This can be a time where you think about how the whole voter registration/management operation functions. You can tailor Voter Focus software so that the system functions as an assembly line with mass batch printing taking place removed in space and time from the original user input. Alternatively the system can be tailored, with appropriately placed printers, so that the user completes the full cycle of the task. I.e. enters a batch of application cards, prints the ID cards, the incomplete notices, the 17 year old welcome letters, the no-party-affiliation letters for her/his own batch of applications.</p>



For Broward County Supervisor of Elections Office

Exhibit C-2 - Fee Schedule for 2 year Payment Plan

<p>Data Conversion Due at commencement of Data Conversion</p> <p>Installation of Voter Focus☆ Software Due 6 weeks after registering voters commences</p> <p>Implementation and Training (a minimum of 25 days of in office training with a maximum of 15 attendees per class) Due when training commences</p> <p>Total:</p>	<p>27,000.00</p> <p>14,040.00</p> <p>29,160.00</p> <p><u>\$70,200.00</u></p>
<p>Payment Schedule for a 2 year payout:</p> <p>Jun 1st, 2005 \$117,536.00 Oct 1st, 2005 \$117,536.00 Apr 1st, 2006 \$117,536.00 Oct 1st, 2006 \$117,536.00</p>	<p>License Fee Payment Schedule</p>
<p>VR Systems Inc. Annual License and Use Fee, Support and Maintenance Agreement for 2006 Includes:</p>	<p>\$99,640.00 License to use Voter Focus☆ software, full software support, telephone support and all modifications required to be in compliance with Election Laws.</p> <p><i>(License and Use fee due on the first anniversary of the registering of voters, and is to be renewed annually on the anniversary thereafter).</i></p>



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

03/04/05



 Dr. Brenda Snipes, Supervisor of Elections

3/3/05



Exhibit D

Project Management Plan

Progress Reports/Meetings. VRS and the Broward County Supervisor of Elections Office shall, within thirty (30) days of an Agreement signing, jointly develop a Project Management Plan, "Exhibit D", ... detailing tasks to be performed, responsibility for the accomplishment of each task, and a deadline for each task. The Broward County Supervisor of Elections Office and VRS will conduct meetings to review progress on a regular basis, with the schedule to be jointly determined.

1. Data Conversion Questionnaire delivered for Supervisor of Elections staff to itemize codes, print off standard correspondence and forms.
2. Supervisor's staff should, at this point, re-think printing needs and forms specifications.
3. Make sure staff are comfortable using Windows and Word.
4. Clean up data as much as possible, for example - complete list maintenance, close and delete old petitions.
5. Data collection by VR Systems. Full party and precinct totals to be run just before pick up with no subsequent data processing to aid reconciliation.
6. Data Conversion software built and tested. Any anomalies or inconsistencies of data communicated to Supervisor of Elections staff for normalizing.
7. Lay wiring for network. Install server, workstations and printers. Set up the network, backup and modems.
8. Final pick up of data for final run of data conversion program.
9. Install newly imported database files, and reconcile totals, run reports etc.
10. Final adjustments of printing facilities of the Voter Focus☆ system to the installed printers.
11. Initial training on Voter Focus☆
12. Begin registering voters.