

Voter Focus System License and Maintenance Agreement

Between:

VR Systems, Inc.

3773 Commonwealth Blvd.
Tallahassee, FL 32303

Burnet County Elections Office

106 W. Washington St.
Burnet, TX 78611

Agreement Date: **July 15, 2024**

Voter Focus System License and Maintenance Agreement

Terms and Conditions

1. *System License.* VR Systems, Inc. ("VRS") hereby grants to the Burnet County 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 to the computer-based **Voter Focus, Voter Registration and Elections Management** software package developed and owned by VRS, including all releases, enhancements, customizations, and other changes thereto, (the "System"), more fully described in "Exhibit B" 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 C."
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 21.
3. *Exhibits.* Attached and made a part hereof for all purposes are the following Exhibits:
 - Exhibit A: Fee Schedules
 - Exhibit B: Description of Modules for Voter Focus
 - Exhibit C: Recommended Hardware and Software for Voter Focus
 - Exhibit D: Description of Additional Interfaces (if Applicable)
 - Exhibit E: Project Management Plan Outline
 - Exhibit F: Implementation and Training on Voter Focus

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 C" "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 or data backup.
6. *License Fees.* Customer agrees to pay VRS the first year's License Fee for the System as shown in "Exhibit A". 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 21(b) below and/or "Exhibit A"; 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 transmitted to Customer electronically through secure data transmission means. Regular updates will take place in the same manner. Electronic Documentation (or other similar medium) shall consist of the System Administration Manuals and Online Help which will be provided to Customer 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 B" and "Exhibit A", 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 Elections Official. These records will not be copied nor will any person be allowed to extract any information from these records without the consent of the Elections Official. 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 ("Public Records Act"), 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 three (3) 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.
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 A" (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. *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.
20. *Progress Reports/Meetings.* VRS and Customer shall, within thirty (30) days of this Agreement signing, jointly develop a Project Management Plan, "Exhibit F", which shall be attached to this Agreement as "Exhibit F", 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.
21. *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 8:30 a.m. to 5:30 p.m. (Eastern Standard Time).
 - 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 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 30 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*, as described in *Exhibit A*). VRS shall have the option to increase said fee by not more than ten percent (10%) of the prior year's annual fee.

(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 V.T.C.A., Government Code Chapter 2251. 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 after notice, as provided in V.T.C.A. Government Code Section 2251.051.

(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.

22. *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.
23. *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.
24. *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.

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. *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.

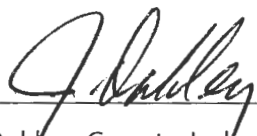
30. *Applicable Law.* The laws of the State of Texas shall govern the interpretation of this Agreement.
31. *Arbitration/Mediation.* If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first 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 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.
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.

36. *Confidentiality of Voter Records and Public Records Requests.* VRS shall not copy voter registration records or permit its employees to extract any information from such records without the consent of the Elections Official. VRS acknowledges that Customer is subject to the Texas Public Information Act found in Chapter 552 of the Texas Government Code (the "Public Information Act"). The parties believe that VRS is a private entity and not a governmental body, or acting as an agency of a governmental body, and its internal communications, documents, information and proprietary and trade secrets (collectively "proprietary information") are not public records or are exempt under Subchapter C¹ of the Public Information Act. VRS shall, with respect to any public records it maintains in connection with this Agreement, comply with the provisions of Chapter 552 of the Texas Government Code. VRS shall notify Customer of any public records request it may receive and shall cooperate with Customer in the determination of which, if any, requested public records are exempt or confidential, and that must not be disclosed except as authorized by law. In the event the Customer receives a request under the Public Information Act for confidential or proprietary information, it shall notify VRS. It is expressly agreed that upon request by VRS, the Customer shall request a determination from the Attorney General of the State of Texas in regard to the application of the Public Information Act to any requested information and whether the information is to be made available to the public, or is exempt. The Customer shall be entitled to rely on the decision of the Attorney General of the State of Texas.

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.

Agreed By:

Mindy J. Perkins, President & CEO
VR Systems, Inc., Tallahassee, FL


James Oakley, County Judge
Burnet County Elections Office, Burnet, TX

Date: _____

Date: 7/23/24

Exhibit A: Fee Schedules

Burnet County Elections Office

Term of Contract: 3 Years

Schedule of Initial Products (Year 1):

Quantity	BuyBoard Item Number	Description	Price
1	TX-VF20-50K	Texas Voter Focus Software License – County Size 20,001 – 50,000 Registered Voters	\$47,156
1	TX-VF20-50K-IMP	Texas Voter Focus Implementation Service – County Size 20,001 – 50,000 Registered Voters: Includes remote implementation and installation, remote data conversion, remote go live support and five (5) days of remote training with one trainer.	\$15,719

Total Initial Fees: \$62,875

Schedule of Annual Renewal Fees (Years 2-3)

Quantity	BuyBoard Item Number	Description	Price
1	TX-VF20-50K-MS	Texas Voter Focus Annual Maintenance and Support - County Size 20,001 – 50,000 Registered Voters	\$14,906

Total Annual Fees: \$14,906

Payment Terms:

Texas Voter Focus Software License will be due upon completion of Phase 3 - Software and Database Installation and Configuration. Texas Voter Focus Implementation Service fee will be due upon completion of Phase 5 - Final Data Conversion and Go Live. Annual renewal fee will be due upon anniversary of Commencement. Prices are valid through July 31, 2024.

The following items in this Exhibit A are listed on the BuyBoard Purchasing Cooperative, contract number 710-23: Texas Voter Focus Software License (Year 1), Texas Voter Focus Implementation Service (Year 1) and Texas Voter Focus Annual Maintenance and Support (Years 2-3).

Agreed By:

Mindy J. Perkins, President & CEO
VR Systems, Inc., Tallahassee, FL


James Oakley, County Judge
Burnet County Elections Office, Burnet, TX

Date: _____

Date: _____ 7/23/24



Exhibit B: Description of Modules

Voter Registration & Election Management Systems

Software Features

- Election Setup and Management
- Mail Ballot Processing
- Ballot Style Setup and Assignment
- Document Image Scanning and Retrieval
- Reports
- Help Module
- Petition Management
- Printing of Notices and Documents to Voters
- Streets Maintenance and Geographic Information
- System Administration
- Voting History Processing
- Voter Management and List Maintenance
- Voter Registration
- Ability to import and export voter data to and from Texas Secretary of State's TEAM Voter Registration System as required by the State for offline counties

Exhibit C: Recommended Hardware and Software

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 VRS' 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). VRS will remain an active member of the team as we work together to fine tune the equipment configuration. We expect this configuration would provide very acceptable performance.

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.
- **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 cannot be served by a LAN)

VRS 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.

Online Disk Storage Capacity

Server Disk Capacity

- 750-1000GB: This is total capacity and could conceivably be on several machines based on how the County decides to implement the image and binary services.
- The database server should have a minimum of 400GB for the online database files. These should be on a RAID 10 infrastructure.
- Typically, counties store at least 3-5 days of SQL Backups "online" – meaning on disk. These files do not have to be on RAID disk or on the primary DB server. Estimated storage need is 310GB.
- The images (voter registration cards, signatures, etc.) will require effectively the same space taken today in your current system. Add 50 GB to your existing storage for expansion.

- The program files (programs and supporting files) will require a maximum of 50GB.
- The system requires "Vault Archive" storage space. This will continue to grow as each election cycle enters the Vault (the information is offloaded from the online database). We estimate 15GB per major election cycle (county-wide elections) and 4GB for municipal elections.

Database Server

The server is a critical resource. Purchase computers designed to be a file server from a reputable manufacturer Dell, IBM, HP, etc...The specifications below will handle the load requirements of Voter Focus. VRS requires the database server be dedicated to Voter Focus. VRS 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. For very large counties, multiple redundant process configurations should be considered (Virtual Servers in a cluster, Clustered SQL Server, Hot-swap servers, or some similar configuration). VRS can discuss redundant configuration alternatives with your technical team. VRS requires that the Voter Focus database be run on a dedicated SQL Server instance – the main purpose of this requirement is to ensure that maintenance can be performed in coordination with the Elections Official and their delegated IT support team only.

- **CPU configuration, Bus architecture, Cache infrastructure**

- Dual Processor (multi-core recommended), 64-bit
 - a. If you are using a virtual machine for the SQL Server database, we recommend a minimum of 4 cores.
- Configurations vary greatly between manufacturers. As such, the recommendation here is to purchase a processor configuration that is toward the leading edge of the manufacturer's line – but not necessarily their leading edge. This will provide the most "headroom" for future growth.

- **Memory:** 12GB min, 32GB recommended
- **Network Interface Card (NIC):** 1Gbit or better recommended
- **Operating System:** Windows 2012 Server or later.
- **Database Software:** Microsoft SQL Server 2012 Standard Edition or later required.

File Server(s) (Images and Programs)

The images and programs server(s) is (are) also a critical resource, but does (do) not require the CPU capacity that a database server requires. Allocate a server designed to be a file server from a reputable manufacturer Dell, IBM, HP, etc. 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. VRS recommends allocating an image server that can be expanded should the need arise. Keep in mind your county-specific imaging requirements. NOTE: It is very likely that you may have sufficient capacity within your existing File Servers. If you believe this is the case, our migration team will work with you to qualify the environment.

Workstation Computer

Voter Focus operates well in workstation configurations dating back to Windows 8.1. 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:** CPU configurations should be younger than 4 years – meaning that a workstation purchased more than 4 years ago should be retired soon. Also the CPU configuration should be compatible with the Operating System used on the workstation.
- **Memory:** 1GB min, 2GB recommended when you purchase future replacement systems – in other words it is not required that you have 2GB for existing equipment.
- **Disk Capacity:** There is no special requirement here. Several GB 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.
- **Recovery (backup requirements):** There is no need to back up the workstations for the purpose of Voter Focus. This does not alleviate the need to back up the workstation for other uses you may have for the workstation.
- **Operating System:** Windows 8.1 or greater (Microsoft Windows operating system). See note above in the introduction.
- **Microsoft Office (optional – see note):** Version 2010 or later. This is required only for workstations that have a need to create and/or output mail merge letters and other word processing output.

Scanner Workstation

This can be a regular workstation configured with an attached TWAIN compatible scanner. We have found that many different brand scanners are acceptable given that they incorporate a TWAIN driver that is compatible with our coding interface.

Network Architecture for Local Area Network (LAN)

The Voter Focus system must have 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, VRS should be consulted to determine the impact on response times. We highly recommend the database server, and image server be connected via a 1Gbit connection.



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 VRS review your setup for suitability.

VRS' Technical Support Access

It is a requirement that VRS have access to your database server for technical support activities. VRS uses GotoAssist access. Support staff use SQL Server Client tools and we require System Administrator access to SQL Server for this work.

Texas Election Administration Management (TEAM) System

Texas requires that each County maintain the official voter record in the State of Texas Election Administration Management (TEAM) System. To accommodate this requirement, Voter Focus provides an import process to receive updates provided by the Texas Secretary of State for import in to Voter Focus and an export process to export updates from Voter Focus for upload in to the TEAM System for batch updating. Access to TEAM is required by a user at the County.

Other Components

- **Bar Code Reader Wands or Bar Code scanners:** (Optional) needed at each workstation that enters voting history, final notice returns and/or absentee ballot returns.
- **Label Printer**
 - Dymo LabelWriter LW330 Turbo printer (optional) with Large Address labels # 30321
 - 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.



Exhibit D: Description of Additional Interfaces

Not Applicable

Exhibit E: Project Management Plan Outline

Progress Reports/Meetings

VRS and the **Customer** shall, within thirty (30) days of an Agreement signing, jointly develop a Project Management Plan, "Exhibit F", ... detailing tasks to be performed, responsibility for the accomplishment of each task, and a deadline for each task. The **Customer** and **VRS** will conduct meetings to review progress on a regular basis, with the schedule to be jointly determined. The following list highlights the primary tasks required for implementation to be included in the Project Management Plan.

1. Phase 1: Project Planning
2. Phase 2: Data Conversion Testing
3. Phase 3: Software and Database Installation and Configuration
4. Phase 4: Training
5. Phase 5: Final Data Conversion and Go Live
6. Phase 6: Post Go-Live Activities

Exhibit F: Implementation and Training on Voter Focus

The following represents a breakdown of the VR Systems resources and expenses associated with this project.

Project Manager:

3 days remote post-implementation support includes the following:

- Project Manager: 3 days
- Lodging: Not Applicable
- Meals: Not Applicable
- Travel: Not Applicable

Trainers:

1 trainer for remote training for 5 days includes the following:

- Trainer: 5 days
- Lodging: Not Applicable
- Meals: Not Applicable
- Travel: Not Applicable