

EXECUTION COPY

CONTRACT FOR PROCUREMENT OF SOFTWARE LICENSE
AND PROFESSIONAL SERVICES

THIS CONTRACT FOR PROCUREMENT OF SOFTWARE LICENSE AND PROFESSIONAL SERVICES (the "Contract") made as of the 17th day of October, 2014, in the Territory of the U.S. Virgin Islands, by and between the Government of the U.S. Virgin Islands, by and through its Department of Property and Procurement, on behalf of its Bureau of Internal Revenue, (hereinafter referred to as the "Government") and Raw Data, Inc. (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Government issued RFP-006-2014 (P) (the "RFP") requesting proposals from qualified entities to provide the Virgin Islands Bureau of Internal Revenue ("BIR") with custom software to install in BIR's present document management system, the IBM Content Manager System, that will result in a document management system with greater functionality and capabilities; and

WHEREAS, in response to the RFP, Contractor submitted a proposal in which Contractor set out its recommendations enhance the capabilities of BIR's document management system (said proposal submitted by Contractor hereinafter referred to as the "Proposal"); and

WHEREAS, the Government accepted the Proposal; and

WHEREAS, Contractor represents that it is willing and capable of providing the services described in the RFP; and

WHEREAS, and the parties have negotiated and arrived at the agreement set forth in this Contract.

N O W, T H E R E F O R E, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. **SCOPE OF CONTRACT**

(a) As more particularly described in Addendum I (Scope of Work) attached to and made a part of this Contract (Said Addendum hereinafter referred to as "Addendum I"), Contractor shall provide the following services, as such services may be amended from time to time as provided in this Contract. (Said services under this Contract hereinafter collectively referred to as the "Contract Services").

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(i) Inspection of BIR Hardware. As more particularly described in Addendum I, the Contractor shall inspect the IBM Content Manager System presently and use by BIR and BIR workstation to confirm that the technical specifications of said hardware meets or exceeds the minimum technical requirements installation of the Software Products, as defined in Addendum I. In the event any hardware component does not meet the technical requirements for the installation of the Software Products Integrated System, Contractor shall, pending the Government's receipt of the required hardware components and as part of the Contract Services, provide the necessary technical modifications in order to proceed under the Contract.

(ii) Project Plan and Project Schedule. Subsequent to the inspection of BIR hardware and workstations, Contractor shall, in accordance to the findings of said inspection, prepare and provide to the Government a project plan and project schedule in sufficient detail to allow the Government to monitor the Contractor's performance (said project plan hereinafter referred to as the "Project Plan") (said project schedule hereinafter referred to as the "Project Schedule"). The Project Plan shall describe the means for the performance and implementation of the services and deliverables described in Addendum I and shall be subject to approval by the Government. Upon the Government's approval of the Project Plan, Contractor shall prepare the Project Schedule, which shall set the time line for execution and completion of the services under the Contract. The Project Schedule shall also be subject to the approval of the Government.

(iii) Upon satisfaction of the requirements of the Project Plan and Project Schedule, Contract shall procure the Software Products for and on behalf of the Government and provide the professional services associated with the installation and integration of said Software Products onto the IBM Content Manager System presently in use by BIR's to upgrade said existing system to enable greater functionality and capabilities. (Said Content IBM Content Manager System currently in use by BIR hereinafter referred to as the "Existing BIR Document Management System") (The upgraded document management system to be produced under this Contract by the installation and integration of the Software Products on the Existing BIR Document Management System hereinafter referred to as the "Software Products Integrated System" or "Integrated System").

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(b) During the term of this Contract, including any renewal term, the parties may, pursuant to the terms of this Contract, agree upon the purchase and delivery of additional software and also upon the purchase and deliver of hardware products with respect to the Software Products Integrated System. In the event that Contractor is not an authorized representative or agent of the entity holding title to an additional purchase product, the purchase of such product shall comply with the following requirements:

(i) Additional Hardware Purchase Products. The order for the purchase of additional hardware products (the "Additional Hardware Purchase Products") shall be written on a form approved by the Government and shall contain the following (said order hereinafter referred to as the "Additional Hardware Purchase Order"):

- (A) The incorporation by reference of this Contract;
- (B) Applicable functional performance specifications;
- (C) A complete list of the Additional Hardware Purchase Products to be purchased specifying quantity, type, model, feature description and purchase price to be paid (net of purchase option credit if applicable) and the invoice address;
- (D) The provision that the Additional Hardware Purchase Products shall be delivered to the offices of the Virgin Islands Bureau of Internal Revenue Equipment as specified by the Government;
- (E) Provision that in the event of any conflict of the terms of an accepted Additional Hardware Purchase Order and the terms of this Contract, the terms of this Contract shall prevail; and
- (F) Provision that to the extent applicable and consistent with the terms and provisions of the Contract, the Additional Hardware Purchase Orders and Additional Hardware Purchase Products shall be governed by the terms and provisions contained in Article 2 of the Uniform Commercial Code, as adopted in the United States Virgin Islands.

(ii) Additional Software Purchase Products. The order for the purchase of the additional software products (the "Additional Software Purchase Products") shall be written on a form approved by the Government and shall contain the following (said purchase order hereinafter referred to as the "Additional Software Purchase Order") (the Additional Hardware Purchase Orders and the Software Purchase Orders hereinafter collectively referred to as the "Additional Purchase Orders") (the Additional Hardware Purchase Products and the Additional Software Purchase Products hereinafter collectively referred to as the "Additional Purchase Products"):

- (A) The incorporation by reference of this Contract;
- (B) A complete list of the Additional Software Purchase Products to be included in the software user licenses, including a reference to and incorporation of the applicable Additional Software Purchase Product reference manuals;
- (C) Applicable reference manuals for the Additional Software Purchase Products;
- (D) The name or names of the manufacturer and model number or numbers of data processing equipment with which the Additional Software Purchase Products shall be compatible with the Government's specifications for the Integrated Document Management System; and
- (E) Provision that to the extent applicable and consistent with the terms and provisions of the Contract, the Additional Software Purchase Orders and Additional Software Purchase Products shall be governed by the terms and provisions contained in Article 2 of the Uniform Commercial Code, as adopted in the United States Virgin Islands.
- (F) Each and every Additional Purchase Order issued under this Contract shall be a contractual relationship solely between the Contractor and the party to which Contractor issued the Purchase Order (said party hereinafter referred to as the "Supplier") Contractor shall look only to a Supplier for performance of Contractor's obligations under an Additional Purchase Order issued under this Contract. Nothing in this Contract shall be construed to impose any liability, privity of contract, or relationship of any kind between the Government and any Supplier engaged by Contractor under this Contract. Each and every Purchase Order entered by Contractor under this Contract shall contain a provision identical to that set out in this subsection (F).
- (G) Each and every Additional Purchase Order issued under this Contract shall expressly designate the Government of the Virgin Islands as the intended beneficiary under the Additional Purchase Order and specify that the Additional Purchase Order is issued and entered into for the benefit of the Government. As the third party beneficiary under the Additional Purchase Order, the Government shall have all rights and remedies against Contractor and Suppliers with respect to each and every Additional Purchase Order as are available in law and equity to third party beneficiaries. The Government's rights as third beneficiary shall vest upon the issuance of an Additional Purchase Order. Each and every

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Additional Purchase Order issued under this Contract shall contain a provision identical to that set out in this subsection (G).

2. TERM

(a) This Contract shall be in effect for a term commencing upon the execution of the Contract by the Governor (the "Contract Commencement Date") and will expire twenty-four (24) months thereafter.

(b) At the option of the Government, this Contract may, subject to review and negotiations of terms by the parties, be renewed for up to three (3) successive twelve (12) month terms. The Government shall give notice of its intent to renew the Contract at least sixty (60) days prior to the expiration of the term of this Contract. The issuance of said notice does not commit the Government to a Contract renewal. This provision does not obligate the Government to renew the Contract for any period. The Government's option to renew applies separately to any renewal period referenced in this Contract.

3. COMPENSATION

In accordance with the provisions set forth in Addendum III attached to and made a part of this Contract (Said Addendum hereinafter referred to as "Addendum III") of this Agreement, the Government shall pay Contractor a sum not to exceed THREE HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED FORTY DOLLARS (\$388,440.00) for the deliverables and services under this Contract:

(a) In consideration for the grant from the respective Licensors of the Software Products to the Government of a nonexclusive right to use, under the provisions of the Software License Agreements, the Software Products, the sum of ONE HUNDRED SEVENTY-THREE THOUSAND SEVEN HUNDRED DOLLARS (\$173,700.00). (Said sum hereinafter referred to as the "Software License Fee")

(b) In consideration of the professional services in implementing the Software Products and the Software Products Integrated System, a sum of ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000.00) payable as follows: (i) \$60,000 for the transfer of data from the Existing BIR Document Management System to the Software Products Integration System; (ii) \$100,000.00 for the setup, design, installation, testing and production of the upgraded Software Products Integration System to be delivered under this Contract; and (iii) \$20,000.00 in consideration of Contractor's services in providing said training to selected Government personnel on the use and application of the Software Products and in operating the Software Products Integrated System.

(c) Pursuant to Addendum II, for a period of twelve (12) consecutive months after project acceptance and sign off as described in Project Timeline as more fully described in Addendum I, (said twelve (12) month period hereinafter referred to as the "Maintenance and Support Period"), the Government shall pay a Fixed Annual Standard Maintenance Fee of THIRTY FOUR THOUSAND SEVEN HUNDRED FORTY DOLLARS (\$34,740.00) for Standard Maintenance and of the Software Products and the Software Integrated System, to be paid in accordance with the provisions of Addendum III. Said Fixed Annual Standard Maintenance Fee and Standard Maintenance as defined in Addendum II. However, the aforesaid Maintenance and Support Period shall not exceed the term of the Contract.

4. TRAINING

The Government shall, in accordance with Addendum III, pay Contractor to provide training to Government personnel on the use and application of the Software Products and in operating the Software Products Integrated System. The Government shall designate at least two (2) BIR employees knowledgeable in management information systems and information technology who will actively participate in said training and subsequently serve as local support with respect to the use and application of the Software Products and the Software Products Integrated System.

5. SOFTWARE USER LICENSE AGREEMENTS/AUTHORITY OF CONTRACTOR TO ISSUE SOFTWARE USER LICENSE AGREEMENTS

(a) Pursuant to the terms and conditions set forth herein and order placed by the Government, Contractor shall software user-licenses for the Software Products associated with the use and implementation of the Software Product Integrated System. As used in this Contract, the "Software Product" and "Software Products" refer to the software application software and corresponding license agreements described in Addendum I to this Contract both individually and collectively.

(b) Contractor warrants and represents that it is an authorized reseller of the intellectual property owner of Software Products is the authority to deliver and license the use of the Software Products to the Government. Contractor further warrants and represents that the Government shall be granted the right the right to use the Software Products for the purposes set forth in this Contract and shall be identified as a "Licensee" under said license agreements. (Said license agreements attached as Addendum IV to this Contract hereinafter referred to as the "Software License Agreements").

6. SCOPE OF USE

(a) Delivery & Installation. The Contractor shall be responsible for providing access to the Software Products.

(b) Operating Software Products Licenses. Title to intellectual property rights in the operating system Software Products shall remain in the respective licensors of the Software

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Products. (Said licensors hereinafter referred to the "Licensors") The Software Products Licenses for the Software Products procured by Contractor on behalf of the Government shall grant the Government a nonexclusive license to use and integrate the Software Products onto the Existing BIR Document Management System to produce the Software Products Integrated System. The Government may copy the Software Products for use on the Software Products Integrated System, and for archival purposes, but shall not knowingly reproduce either the original operating system software or other of the Software Products for distribution to other users. The Government may add to, delete from or modify the Software Products to extent that modifications do not alter source code, in any manner, but no changes, however extensive, shall alter the Licensors' intellectual property rights to the Software Products. Intellectual property rights to any such modification or addition to the Software Products shall remain in the Government.

(c) Transfer of License. Except as specifically authorized in another provision of this Contract, neither this Contract, nor any rights or obligations hereunder, may be transferred, assigned, delegated, sublicensed, relocated or moved without the Government's prior written consent.

7. RECORDS

Contractor, when applicable, will present documented, precise records of time and/or money expended under this Contract.

8. PROFESSIONAL STANDARDS

Contractor agrees to maintain the professional standards applicable to its profession and to information management and business consultants doing business in the United States Virgin Islands.

9. DOCUMENTATION

Any and all documents, books, records, instructional materials, training materials, printouts and memoranda of every description derived therefrom and specifically and solely pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The afore-described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

10. ACCEPTANCE AND RISK OF LOSS

(a) The Software Products and the Integrated Product shall be deemed accepted by the Government upon demonstration of the fitness and for the particular purposes they were acquired by the Government, as determined by the Government.

(b) Contractor shall bear the risk of loss for damage and other casualty with respect to the Software Products until the Software Products are delivered to the premises specified by the

Government, inspected by the Government, and accepted by the Government. Contractor's risk of loss shall include, but shall not be limited to, promptly replacing at no additional charge to the Government any Purchase that is lost, damaged, or made invalid during delivery.

11. RETURN OF PURCHASE PRODUCT

In the event a Software Product under warranty is shipped for repair or replacement purposes from and then back to the Government, Contractor shall furnish all labor and materials necessary for packing the Software Product at no charge to the Government. Contractor shall arrange for and bear all costs including, but not limited to, those of packing, rigging, transportation and insurance. Contractor shall also bear all risk of loss or damage from the time the Software Product is removed from the Government's premises until the Purchase Product is returned to the Government's premises.

12. PROGRAM CODE & DOCUMENTATION

(a) Program Code. No source code or technical-level documentation are licensed under this Contract.

(b) Program Documentation. Contractor shall provide an electronic copy of "Documentation" describing in reasonable detail understandable by a user of general proficiency the use and operation of the Software Products at no cost to the Government. Documentation may be reproduced by the Government for the exclusive use of the Government.

13. PROPRIETARY RIGHTS

(a) All documents, technical communications, books, records, instructional materials, findings, conclusion, opinions printouts and memoranda of every description derived therefrom and pertaining to this Contract, but not including Contractor's administrative communications, records, files and working papers relating to this Contract, shall be the sole and exclusive property of the Government, free and clear of any claim or retention rights by the Contractor. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

(b) The respective licensors of the Software Products shall retain all intellectual property rights, and any other developments, improvements, devices, tools, models, programs, techniques, ideas, concepts, inventions, processes, works of authorship, or work product developed or created by Contractor or its personnel in connection with the provision of services hereunder. The Contractor and Government agree to execute any and all documents reasonably necessary to recognize such ownership by the respective licensors of the Software Products.

(c) No Reverse Engineering. Government hereby agrees that it will not disassemble, decompile, reverse-engineer, modify or otherwise translate or attempt to duplicate or distribute or otherwise misuse the Software Products, in whole or in part, provided by Contractor to Government hereunder.

(d) The Government retains all ownership rights and warranties to all computer hardware and/or equipment purchased and/or installed by the Contractor on behalf of the Government for the operation or maintenance of the Software Products and the Software Products Integrated System. The parties agree that computer hardware and/or equipment that is owned by Contractor and not purchased and/or installed by Contractor on behalf of the Government under this Contract, shall remain the property of the Contractor.

(e) Contractor shall assign to the Government the applicable licenses and warranties for all programs and documentation that is licensed material procured by Contractor and/or its subcontractors in connection with this Contract.

14. SOFTWARE ENHANCEMENTS

During the term of this Contract, Contractor shall make available to the Government all enhancements to the Software Products made available by Contractor to any of its customers and shall promptly provide the Government any revisions to the Software Products to reflect the enhancements. At the Government's option, the Government may incorporate any such enhancement into the Software Products and the Software Products Integrated System or continue using the previous version of the Software Product on the Software Products Integrated System.

15. CONFIDENTIAL INFORMATION

(a) Government's Covenants. The Government hereby acknowledges that the Licensed Product (including any Documentation, source code, translations, compilations, partial copies and derivative works) contains confidential and proprietary information belonging exclusively to the Contractor or such third party as may be identified on the Licensed Project or applicable Documentation ("Contractor's Confidential Information"). Contractor's Confidential Information does not include: (i) information already known or independently developed by the Government outside the scope of this relationship by personnel not having access to any Contractor Confidential Information, (ii) information in the public domain, (iii) information received by the Government from a third party who was free to disclose it, or (iv) information that the Government is required to disclose by law or by court order. In the event the Government is required by law or by court order to disclose Contractor's Confidential Information, the Government shall give Contractor at least ten (10) days prior notice, which notice shall state the specific Confidential & Proprietary Information the Government is compelled to disclose by law or by court order. Contractor shall have the right to challenge any demand for the disclosure of Contractor's Confidential Information by court order or under the authority of law.

With respect to Contractor's Confidential Information, and except as expressly authorized herein, the Government agrees that during the term of this Contract and at all times thereafter it shall not use, commercialize or disclose such Contractor's Confidential Information to any person or entity, except its own employees having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Contractor may

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approve in writing. Neither the Government nor any recipient shall: (i) alter or remove from any Licensed Product or associated Documentation any proprietary, copyright, trademark or trade secret legend, or (ii) decompile, disassemble or reverse engineer the Licensed Product or other Contractor Confidential Information (and any information derived in violation of such covenant shall automatically be deemed Contractor's Confidential Information owned exclusively by the Contractor). The Government and its personnel shall use the same degree of care in safeguarding Contractor's Confidential Information as that used in safeguarding its own confidential information. Upon termination, the Government shall return or destroy all of Contractor's Confidential Information in its possession or control and cease all further use thereof.

(b) Contractor's Covenants. "Government's Confidential Information" shall mean all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information concerning Government personnel and relating to the Government's operations and functions and classified as confidential under Virgin Islands and federal statutes and rules and regulations. Contractor agrees that Government Confidential Information is to be considered confidential and proprietary to the Government and Contractor shall hold the same in confidence, shall not use Government Confidential Information except with the specific prior written authorization of the Government, and shall disclose it only to its officers, directors, or employees with a specific need to know. Contractor will not disclose, publish or otherwise reveal any Government Confidential Information received from the Government to any other party whatsoever except with the specific prior written authorization of the Government. Contractor shall take all necessary steps to safeguard Government Confidential Information in conformity with federal and Virgin Islands statutes and rules and regulation. The provisions of this Section shall not apply to Government Confidential Information that Contractor is required to disclose by law or by court order. In such event the Contractor shall give the Government at least ten (10) days prior notice of disclosing Government Confidential Information, which notice shall include the legal authority or court order compelling the disclosure of Government Confidential Information and state the specific Government Confidential Information that the Contractor is compelled to disclose by law or court order. The Government shall have the right to challenge any demand for the disclosure of Government Confidential Information made by court order or under the authority of law.

16. REPRESENTATIONS AND WARRANTIES

(a) Products. Contractor represents and warrants that it has the right to sell or license to the Government the goods and software delivered under this Contract. As to software for which Contractor does not solely own all intellectual property rights, Contractor represents and warrants that it has full right, power and authority to license the software to the Government as provided in this Contract.

(b) Services. Contractor represents and warrants that any services that are to be performed by Contractor under this Contract will be rendered in a professional and workmanlike manner and that such services will be performed by persons with the proper skill, training, and background.

(c) Copyright. Contractor represents and warrants that the Software Products, when properly used as contemplated herein will not infringe or misappropriate any United States copyright, trademark, patent, or the trade secrets of any third persons. Upon being notified of such a claim, Contractor shall (i) defend such claim in the name of the Government, at Contractor's expense, and shall indemnify and hold harmless the Government against any loss, expense, or liability arising out of such claim, whether or not such claim is successful and/or obtain through negotiation, and at Contractor's expense, the right of the Government to continue using the Software Products, (ii) rework the Software Products as to make it non-infringing while preserving the original functionality, or (iii) replace the Software Products with functionally equivalent software. If none of the foregoing alternatives provide an adequate remedy, the Government may terminate all or any part of this Agreement and recover amounts paid for the infringing Software Products.

(d) Warranty. Contractor represents and warrants for a period of twelve (12) months from the project acceptance and sign off as more fully described in Addendum I, _____ ("Warranty Period") that it will ensure the Software Products operate in accordance with the applicable Documentation provided and provides the functions and applications for which it was purchased and that (i) the Software Products are installed, implemented and operated in accordance with all instructions supplied by Contractor; (ii) the Government has properly installed all updates made available with respect to the Software Products and updates recommended by Contractor with respect to any third party software products (including operating system software) that materially affects the performance of the Software Products; (iii) The Government has properly maintained all associated equipment, software and environmental conditions in accordance with applicable specifications and industry standards; and (iv) the Government has not introduced other equipment or software creating an adverse impact on the Software Products. The warranty provided for in this Section includes the implied warranty of title and the implied warranties of merchantability and fitness for a particular purpose. Upon the Government's acceptance of the Purchase Products, the Contractor shall assign to the Government all manufacturers' and other warranties covering the Purchase Products.

17. **RETENTION OF RECORDS AND ACCESS BY GOVERNMENT AGENCIES**

Contractor, including its subcontractors, shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and make such materials available at their respective offices at all reasonable times, for inspection by authorized officials of the United States Virgin Islands, and concerned Federal agencies. Each subcontract shall include a provision containing the conditions of this Section. This documentation shall be preserved for a period SEVEN (7) years from the date of termination of this Contract.

In this regard, all such records relating to this Contract may be reviewed by the Government, and Contractor will be required to make any corrections required by these agencies as a result of their evaluations, subject to the terms of this Contract. The Government will give Contractor reasonable notice of at least FIVE (5) workdays for any inspection of documentation as set forth herein.

18. LIABILITY OF OTHERS

Nothing in this Contract shall be construed to impose any liability upon Government persons, firms, associations, or corporations engaged by Contractor as servants, agents, independent contractors, or in any other capacity whatsoever, or make the Government liable to any such persons, firms, associations or corporations for the acts, omissions, responsibilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Contractor, its servants, agents or independent contractors.

19. DELEGATION

(a) Contractor shall not subcontract or delegate any part of the services under this Contract without the prior written approval of the Government, which consent shall not be unreasonably withheld. Contractor warrant that all subcontractor agreements related to this Contract shall comply with all applicable local and federal laws and rules and regulations, including obtaining applicable licenses and satisfying applicable requirements to do business in the Virgin Islands. The Contractor shall be liable to the Government for the work performed by its subcontractors and for damages to the Government resulting from its subcontractor's negligent actions. All services performed by Contractor's subcontractors at any tier in connection to this Contract shall be deemed services performed by Contractor. Nothing in this Contract shall be construed to impose any liability, privity of contract, or relationship of any kind between the Government and any subcontractor at any tier engaged to provide services under this Contract.

(b) Contractor warrants and agrees that no more than 49% of the services under this Contract, including professional services under Addendum I of this Contract and maintenance and support services under Addendum II of this Contract, shall be subcontracted and that Contractor shall at minimum perform 51% of the services under the Contract. Contractor further warrants and agrees that at least 51% of the cost of the Professional Services Fee and Maintenance and Support fees incurred by the Government under this Contract shall be expended for work performed exclusively by Contractor's employees.

20. ASSIGNMENT

Contractor shall not assign any rights under this Contract without the prior written approval of the Government.

21. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless the Government and its employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expenses (including attorney's fees) and causes of action of whatsoever character which the Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by the Contractor its officers, agents, subcontractors, servants, employees, or assigns under this Contract to the extent caused by the Contractor's negligence and to the extent caused by the negligence of parties subcontracted at any tier to perform under this Contract.

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22. LIMITATION OF LIABILITY

(a) Contractor's liability to the Government under or relating to this Contract shall be limited to actual damages and shall in no event exceed TWO (2X) TIMES the total compensation and payments due to Contractor under this Contract for the specific calendar year in which the services or deliverables directly causing the damages were provided, and in no event shall a Contractor be liable to the Government for any indirect, special, incidental, exemplary or consequential damages (including, without limitation, lost profits or good will) related to this Contract.

(b) The limitation of liability provided for in subsection (a) of this Section (23) shall not apply in the event of gross negligence, reckless conduct, or willful misconduct on the part of Contractor.

23. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

24. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to any Contractor, such sums as the Government may deem reasonable to protect it against loss or to assure payment of claims arising therefrom, and, at its option, the Government may apply such sums in such manner as the Government may deem reasonable to secure itself or to satisfy such claims. The Government will immediately notify the subject Contractor in writing of the specifics of the issue in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by the Government if and while the Contractor gives satisfactory assurance to the Government that such claims will be paid by the Contractor or its insurance carrier, if applicable, in the event that such contest is not successful.

25. CONDITION PRECEDENT

This Contract is subject to the availability and appropriation of funds and to the approval of the Governor.

26. TERMINATION

The Government shall have the right to terminate this Contract with one more Contractor with or without cause on THIRTY (30) days written notice to the other party specifying the date of termination.

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27. **NON-DISCRIMINATION**

Contractor warrants that no person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, age, national origin, ancestry, marital status, sexual orientation, or disability.

28. **GOVERNING LAW AND JURISDICTION**

This Contract shall be governed by the laws of the United States Virgin Islands. Jurisdiction over all matters and issues relating to or arising under this Contract is exclusive in the courts of the United States Virgin Islands.

29. **WAIVERS AND AMENDMENTS**

No waiver, modification or amendment of any term, condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representative, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

30. **CONFLICT OF INTEREST**

(a) Contractor covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.

(b) Contractor further covenants that it is:

(1) Not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensation on a salary, fee or contractual basis); or

(2) a territorial officer or employee and, as such, has:

(i) familiarized itself with the provisions of Title 3, Chapter 37, Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;

(ii) not made, negotiated or influenced this contract, in its official capacity;

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- (iii) no financial interest in the contract as that term is defined in section 1101, (1) of said Code chapter.

31. NONSOLICITATION OF CONSULTANTS AND EMPLOYEES

Without the prior written consent of either party, from the date of this Contract until one year after the termination of this Contract, neither the Governor nor any Contractor shall, either directly or indirectly, on behalf of themselves or any other individual, corporation, partnership or other entity, employ, solicit for employment or otherwise assist in the solicitation or employment, of any employee of either party.

32. CONTINGENT FEE PROHIBITION

Contractor warrants that it has not employed or retained any individual, corporation, partnership or other entity, other than a bona fide employee or agent working for Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any individual, corporation, partnership or other entity, other than a bona fide employee or agent any fee or other consideration contingent on the making of this Contract.

33. EFFECTIVE DATE

The Contract will become effective upon execution of the Contract by the Governor of the United States Virgin Islands (the "Contract Effective Date").

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34. **NOTICE**

Any notice required to be given by the terms of this contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT

Lynn Millin Maduro, Esq.
Commissioner
Department of Property & Procurement
Subbase Bldg. # 1, Third Floor
St. Thomas VI 00802

With copies to:

Claudette Watson-Anderson, CPA
Director
V.I. Bureau of Internal Revenue
9601 Estate Thomas
St. Thomas, VI 00802

CONTRACTOR

Julian M. De'Juan
President
Raw Data, Inc.
350 Kelson Drive NW
Atlanta, GA 30327-4255

35. **ENTIRE AGREEMENT**

This Contract constitutes the entire agreement between the parties hereto, and all other understandings or communications, written or oral, including the RFP and Contractor's Proposal, with respect to the services that are the subject matter of this Contract, are merged herein. None of the provisions, terms, and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

36. **INSURANCE COVERAGE**

Contractor agrees to procure and maintain in effect insurance policies in the amount and with the type of coverage shown below:

- (a) Workers Compensation insurance in the form and amount required by the laws of the Government of the Virgin Islands.
- (b) Comprehensive General Liability insurance on an "Occurrence Basis" with limits of liability not less than \$100,000 for any one occurrence for death or personal injury and not less than \$100,000 for any one occurrence for property damage.
- (c) Professional Liability insurance on a "Claims Basis" with limits of liability not less than \$100,000 per claim.

This Contract is subject to Contractor providing the Government with a Certificate of Insurance evidencing the Commercial General Liability and Professional Liability insurance coverage

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described above. Said Certificate of Insurance shall identify Contractor as the "Named Insured" and the Government as the "Certificate Holder."

37. LICENSURE

Contractor covenants that it has:

- (a) obtained all of the applicable licenses or permits, temporary or otherwise, as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

38. DEBARMENT CERTIFICATION

By execution of this Contract, Contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. Contractor shall include this provision in each of its sub-contracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT." In the event Contractor or a sub-contractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or sub-contractor agrees that it shall not be entitled to payment for any work performed under this Contract or sub-contract and that the Contractor or sub-contractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made. If, during the term of this contract, the Contractor shall become ineligible to receive contract awards using federal funds, this contract shall be terminated forthwith for cause and the Contractor shall not be entitled to payment for any work performed under this Contract or sub-contract after the effective date of such ineligibility.

39. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

40. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract may be funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

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41. **FORCE MAJEURE**

Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Contractor or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargos, and abnormally severe and unusual weather conditions.

42. **HEADINGS NOT CONTROLLING**

Section headings in this Contract are for convenience only and shall have no binding force or effect and shall not enter into the interpretation of the Contract.

43. **SEVERABILITY**

In the event that any provision of this Contract shall be held to be invalid, the validity of the remaining provisions of the Agreement shall not in any way be affected thereby.

44. **EXECUTION OF CONTRACT IN COUNTERPART; FACSIMILE AND ELECTRONIC COPIES AND SIGNATURES**

A facsimile or electronic copy of this Contract or a facsimile or electronic copy of a signature to the Contract shall have the same legal and binding effect as an original. This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

45. **OTHER PROVISIONS**

The Addenda attached to this Contract and all schedules and exhibits attached to said Addenda are incorporated into and made a part of this Contract. In the event of a conflict between the general provisions of this Contract, set out in Sections 1 through 45 of this Contract (the "General Provisions") and any Addendum, Schedule, Exhibit, or other attachment constituting a part of this Contract, the terms and provisions of the General Provisions of the Contract shall prevail.

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IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS

Yvonne Hughes

Claudette Watson-Anderson, CPA
Director, Bureau of Internal Revenue

Date: 10/1/14

Lisa Mill

Lynn Millin Maduro, Esq.
Commissioner, Department of Property & Procurement

Date: 10/9/14

Julian M. De Juan
President
RAW DATA, INC



Date: 9/29/2014

APPROVED:

John P. de Jongh, Jr., Governor

Date: 10/19/2014

Initialed by Department of Justice

Vincent Jones Date: 10/15/14

Purchase Order No. _____

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