

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
CLARIUM MANAGED SERVICES
FOR
FULL CYBER-SECURITY VULNERABILITY ASSESSMENT**

THIS AGREEMENT, dated as of the 10 day of May, 2018, is made between **SUNSHINE COMPUTERS & SOFTWARE, INC DBA CLARIUM MANAGED SERVICES**, a Florida corporation, (hereinafter the "Consultant"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Full Cyber-security Vulnerability Assessment(the "Project"); and

WHEREAS, the City desires to engage the Consultant to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows.

1. Scope of Services/Deliverables.

- 1.1 The Consultant shall furnish professional services to the City as set forth in the Scope of Services..
- 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

2. Term/Commencement Date.

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through December 31, 2018, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Consultant.
- 2.2 Consultant agrees that time is of the essence and Consultant shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. Compensation and Payment.

3.1 The Consultant shall be compensated in the following manner:

This proposal to the City of Doral is on a complimentary and no obligation basis.

3.2 The City shall pay Consultant in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **SubConsultants.**

4.1 The Consultant shall be responsible for all payments to any sub-Consultants and shall maintain responsibility for all work related to the Project.

4.2 Any sub-Consultants used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the City.

5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant (if applicable).

6. **Consultant's Responsibilities.**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Consultant's deliverables are incorrect, defective or

fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Consultant shall at Consultants sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Consultant or Sub Consultant under this agreement.

7. Conflict of Interest.

7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. Termination.

8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Consultant. The City Manager may immediately terminate this Agreement if is as an alleged, and confirmed by the City Manager in his/her sole discretion, that a Consultant has or may have violated Federal, State, or local laws. In the event that Consultant has failed to perform in accordance with this Agreement or to take reasonable direction by the City Manager in furtherance of this Agreement ("Act of Default"), the City Manager shall provide Consultant with notice of an Act of Default and a fifteen (15) day period within opportunity to cure same. Should Consultant fail to cure an Act of Default with the corresponding cure period of same, the City Manager may terminate this Agreement immediately.

8.2 Upon receipt of the City's written notice of termination, Consultant shall stop work on the Project.

8.3 In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement, subject to receipt of Final payment per 8.3.

9. Insurance.

9.1 The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit A. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys' Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs

incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

12.2 The provisions of this section shall survive termination of this Agreement.

12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Consultant.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Edward A. Rojas
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Daniel A Espino, Esq.
City Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Consultant: Sunshine Computers & Software, Inc
DBA Clarium Managed Services
Ajay Khanna
CEO
2244 NW 114 Avenue
Miami, FL 33172

14. Governing Law.

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

16.1 Pursuant to Section 119.0701, Florida Statutes, Consultant shall, in addition to other contractual requirement provided bylaw, comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the public agency.

16.2 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City.

16.3 The City Manager or his designee shall, during the term of this Agreement and for a period of one (1) year from the date of termination of this Agreement, have reasonable access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.

16.4 The City may cancel this Agreement for refusal by the Consultant to allow reasonable access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Consultant.**

19.1 The Consultant and its employees, volunteers and agents shall be and remain independent Consultants and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.**

23.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Counterparts**

24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Consultant and through its representative, who has been duly authorized to execute same.

Attest:

CITY OF DORAL



Connie Diaz, City Clerk

By: 

Edward A. Rojas, City Manager

For: *Karina La Rosa, Executive Assistant.*


Date: 6.11.18

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



Weiss Serota Helfman Pastoriza Cole & Bonsike, PL
City Attorney

CLARIVUM MANAGED SERVICES
("CONSULTANT")

By: 

Ajay Khanna
CEO

Date: 5/21/18

SCOPE OF SERVICES

SEE EXHIBIT "A" ATTACHED



Security Assessment Proposal

City of Doral Proposal for a Full Cyber-security Vulnerability Assessment
Confidential

About Us

About Us

- Headquartered in Miami, FL with sales offices in Michigan, Missouri, and The Netherlands (2018).
- Founded in 1998 as a Data Analytics Professional Services Partner (COGNOS) with Operating Revenues >\$100m
- Nationally Certified Minority Business Enterprise (MBE)
- "Pure-Play" Cyber Security Professional Services Firm
- Represent >25 Major Cyber Security Product Manufacturers
- One of two U.S. Based Palo Alto Networks MSSP's that provide a Managed End-Point Security Program with "Best of Class" complimentary products like Splunk Enterprise.
- In Partnership with (3), of the Top (5) Cyber Insurance Carriers in the World.
- Heavily focused on SLED requirements, particularly Higher Education and helping them gain access to affordable Cyber Insurance.



Clarium's Security Assessment Review

What makes our Security Assessment unique from a Penetration Test?

Many cyber-security firms are marketing security assessments as "penetration tests" or "vulnerability scans". These type of reviews are focused on a singular type of testing which considers common attacks like DDOS, Brute Force, etc. Attacks that are primarily focused on the "edge" of the network, or **known** threats, as opposed the the entire digital landscape and posture of an entity.

While these reviews are a useful component of any security review, they fall way short of discovering the vulnerabilities in the weakest link of the attack chain, the endpoints.

It's equally important to remember that vulnerability scanners base their findings on a list of known vulnerabilities, meaning they're already known to security professionals, cyber-attackers, and the vendor community. Unfortunately, there are many vulnerabilities that are **unknown** and therefore are not detected by scanners.

In addition to contextualizing the organization's internal security intelligence with external threat data, more and more organizations are conducting penetration tests to determine the exploitability of vulnerabilities. A penetration test is conducted by ethical hackers in an attempt to simulate the actions of a malicious external and / or internal cyber-attacker. The objective is to expose security gaps and subsequently investigate the risks they pose and determine what type of information could be extracted if the weakness were exploited. Penetration test results are typically reported on severity, exploitability, and associated remediation actions. Ethical hackers often use automated tools such as Metasploit, and some even write their own exploits.

In order to put the pieces of this puzzle together, organizations need to conduct a comprehensive risk analysis that takes into account all the contributing factors including asset criticality, vulnerabilities, external threats, reachability, exploitability, and business impact.

Clarium ties all these methods together to conduct a "lightweight", passive, and comprehensive security assessment that provides a meaningful and actionable report to our clients.

What does it include?

Clarium's Security Review is a week-long, custom risk assessment which includes real exposure to threats, user behavior, and application usage, to understand the cyber risks threatening your organization. At the end of the week, you will receive a thorough report of the vulnerabilities within your entity and recommendations for enhancements to your security landscape.

How it Works?

1. Customer signs attached Proposal and Non-Disclosure Agreement (NDA)
2. Provisioned security appliance connects to the network by dispatched engineer or remotely
3. Monitors traffic passively for (1) week without disrupting network operations
4. Deliver custom risk report to client which will reveal vulnerabilities, if any

Deliverables

1. Executive Summary - identify key findings from the review of Threats, Applications, SaaS Applications, File Transfer Analysis, and Configuration Best Practices.

2. Threats

- Tags Observed
- Encrypted Tunnel Applications
- High Risk and Malicious File Type Analysis
- Known and Unknown Malware
- URL Activity
- Command and Control Analysis - Understanding and preventing this activity is critical, as attackers use CnC to deliver additional malware, provide instruction, or ex-filtrate data.

3. Applications

- High Risk Applications
- Number of Applications on Network
- Bandwidth Consumed by Applications
- Applications that Introduce Risk
- Application Vulnerabilities

4. SaaS Applications (Cloud based applications and infrastructure)

- Accidental or Intentional Digital Asset Exposure in the Cloud
- Data in motion filtration
- Data at rest filtration
- Virtual Machine (VM) vulnerabilities

5. File Transfer Analysis

- Potentially allow for sensitive data to leave the network or cyber threats to be delivered.

6. Configuration Best Practice

- Configuration Best Practice on all security appliances
- Configuration heat map score and discussion of all included devices

Top Resources

Our Credentials:

Clarium's engineers and analyst have over (75) years of global networking experience and possess some of the highest levels of certifications including:

- Certified Information Systems Security Professional (CISSP)
- Palo Alto Networks Certified Network Security Engineer (PCNSE)
- Juniper Networks Certified Specialist Enterprise Routing and Switching (JNCIS-ENT)
- VMware Certified Advance Professional (VCAP)
- VMware Certified Implementation Expert (VCIX)
- VMware Certified Design Expert (VCDX)
- Splunk Certified Architect

These are just a few of the myriad of certifications possessed by Clarium engineers. Bottom line you can focus on growing your business and let Clarium focus on diligently protecting your assets.



Specialized cyber-security use cases are Clarium's strength!

Our Verticals

Truly exceptional and specialized focus driven by compliance and threat!



Cyber Insurance Industry. Clarium has programs in flight and alliances many top Cyber Insurance Carriers! Significant presence at RIMS and Netdiligence conferences.



Biomed and Healthcare. Clarium has several biomed and healthcare entities under management that have the stringiest of compliance regulations such as HIPAA and HITRUST



Specialized Foreign Government Uses. Clarium is working on keeping democracy safe by eliminating voter fraud overseas.



Automotive. Clarium is providing guidance and product that is being embedded into critical automotive systems and IT



Retail Secure Transactions. Clarium is working with (2) multinationals to secure Point of Sale devices on large scale programs.

THE WALL STREET JOURNAL.

PRG 55 RELEASE

XL Catlin Offers Cyber and Technology Insurance Clients Free 90-day Third-Party Security Through Clarium Managed Services

Published: Oct 12, 2017 10:00 a.m. ET



Berkley Cyber Risk Solutions Teams with Clarium Managed Services to Combat the National Cyber Crisis

Expands Loss Prevention Services Through the Use of Palo Alto Networks Traps

January 08, 2018 09:01 AM Eastern Standard Time

Our Proposal

Clarium is pleased to offer this proposal to the City of Doral on a complimentary and no obligation basis. Clarium only asks that the City of Doral will invite our firm to bid on any future security projects and renewals. Particularly those utilizing Palo Alto Networks products and services.

Name	Price	QTY	Discount	Subtotal
Clarium On-Site SR-3 On-site comprehensive security assessment with up to (10) level 3 security hours included.	\$25,000.00	1	100%	\$0.00
				Subtotal \$0.00
				Total \$0.00

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

1. **PARTIES.** This Agreement is between Clarium Managed Services, LLC. ("CLARIUM") and _____ ("CUSTOMER"), each having the address as set forth below.
2. **BACKGROUND AND PURPOSE OF DISCLOSURE.** CLARIUM and CUSTOMER are evaluating or are engaged in a business relationship (the "Project(s)"), during which CUSTOMER will disclose to CLARIUM certain valuable confidential and proprietary information.
3. **DESCRIPTION OF CONFIDENTIAL INFORMATION.** CUSTOMER's interest in the Projects and the fact that the Parties are working together on the Projects are confidential information. In addition, any and all information disclosed by CUSTOMER which by its nature is considered proprietary and confidential, disclosed in any manner and regardless of whether such information is specifically labeled as such, is considered confidential information unless such information falls within the exceptions set forth below (hereinafter such information shall be collectively referred to as "Confidential Information").
4. **AGREEMENT TO MAINTAIN CONFIDENTIALITY.** CLARIUM shall hold any Confidential Information disclosed to it in confidence, and shall limit disclosure of Confidential Information to those employees or agents necessary for the Project who have agreed to be bound by the obligations herein. For purposes hereof, holding Confidential Information in confidence shall include the maintenance of physical and data security measures in accordance with or exceeding all applicable laws, regulations, directives, ordinances, decrees, and in accordance with the highest industry standards and best practices. The recipient shall not disclose the Confidential Information to others or use it for purposes other than the Project.
5. **EXCEPTIONS TO CONFIDENTIAL INFORMATION.** Confidential Information shall not include any information which (a) was publicly available at the time of disclosure; (b) became publicly available after disclosure without breach of this Agreement by the recipient; (c) was in the recipient's possession prior to disclosure, as evidenced by the recipient's written records, and was not the subject of an earlier confidential relationship with the disclosing party; (d) was rightfully acquired by the recipient after disclosure by the disclosing party from a third party who was lawfully in possession of the information and was under no obligation to the disclosing party to maintain its confidentiality; (e) is independently developed by the recipient's employees or agents who have not had access to the Confidential Information; or (f) is required to be disclosed by the recipient pursuant to judicial order or other compulsion of law, provided that the recipient shall provide to the disclosing party prompt notice of such order and comply with any protective order imposed on such disclosure.
6. **EFFECTIVE DATE AND LENGTH OF OBLIGATION.** This Agreement is effective as of the last date of execution by both parties and may be terminated by either party at any time upon written notice. The recipient's obligation of confidentiality and non-use for Confidential Information hereunder shall last for three (3) years from the date of such written notice.
7. **RETURN OF CONFIDENTIAL INFORMATION.** At any time requested by the disclosing party, the recipient shall return or destroy all documents, samples or other materials embodying Confidential Information, shall retain no copies thereof, and shall certify in writing that such destruction or return has been accomplished.
8. **JOINTLY DEVELOPED CONFIDENTIAL INFORMATION.** All Confidential Information disclosed in connection with the Project shall remain the exclusive property of the disclosing party. Nothing in this Agreement grants the recipient any rights in or to the Confidential Information of the other. However, as a result of the mutual exchange of Confidential Information hereunder, it is possible that new ideas, inventions and other Confidential Information may be jointly developed by the parties. Jointly developed Confidential Information shall include new information created by combining Confidential Information of each party and new information developed during or resulting from the Project which cannot be proven by written evidence to be the Confidential Information of either party. If jointly developed information results from the Project, the parties agree to negotiate a mutually acceptable written agreement setting forth the rights and obligations of the parties. In the absence of an agreement, neither party shall have the right to use or disclose jointly developed Confidential Information.
9. **DISCLAIMER OF OTHER RELATIONSHIPS.** This Agreement does not create a relationship of agency, partnership, joint venture or license between the parties. This Agreement does not obligate either party to purchase anything from or sell anything to the other party, and each party acknowledges that the other party may enter into (a) other similar activities, and/or (b) business relationships with third parties, provided no Confidential Information of the other party is disclosed or used. Unless authorized in writing by the party to be bound, neither party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other.
10. **SECURITIES LAWS.** CLARIUM hereby acknowledges that it is aware, and agrees that it will advise all of those persons who are involved in the Project that is the subject of this Agreement, that the applicable securities laws prohibit any person who has received material, non-public information (i.e. information about CUSTOMER or its business that is not generally available to the public) concerning CUSTOMER, including, without limitation, the matters that are the subject of this Agreement, from purchasing or selling securities of CUSTOMER while in possession of such non-public information, and from communicating that information to any other person who may purchase or sell securities of CUSTOMER or otherwise violate such laws. CLARIUM specifically acknowledges these obligations and agrees to be bound thereto.
11. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state of Florida, without reference to conflicts of law principles. The parties hereby submit and consent to the jurisdiction of courts of Miami, Florida for purposes of any legal action or proceeding arising out of this Agreement.
12. **AMENDMENTS.** This Agreement supersedes all previous agreements between the parties regarding the Confidential Information and cannot be canceled, assigned or modified except by the written agreement of both parties.
13. **BREACH.** In the event a recipient breaches the term(s) of this Agreement, the disclosing party shall have the right to (a) terminate this Agreement and/or demand the immediate return of all Confidential Information; (b) seek to recover its actual damages incurred by reason of such breach, including, without limitation, its attorneys fees and costs of suit; (c) seek to obtain injunctive relief to prevent such breach or to otherwise enforce the terms of this Agreement; and (d) pursue any other remedy available at law or in equity. Failure to properly demand compliance or performance of any term of this Agreement shall not constitute a waiver of a party's rights hereunder.
14. **PROMOTIONAL MATERIALS.** CLARIUM may not make any reference to the project in any news release, literature, promotional material, brochures, or sales presentations, or make any other commercial use of the CUSTOMER name and/or trademarks, without the express prior written consent of CUSTOMER.

CUSTOMER NAME: _____

Signature: _____

Printed Name:

Title _____

Address _____

Date _____

CLARIUM: _____

Signature: _____

Printed Name:

Title _____

Address _____

Date _____

**NONDISCLOSURE AGREEMENT
BETWEEN
THE CITY OF DORAL
AND
CLARIUM MANAGED SERVICES**

THIS NONDISCLOSURE AGREEMENT (the "Agreement") is made and entered into this 21 day of May, 2018, by and between the **CITY OF DORAL, DORAL, FLORIDA** (hereinafter referred to as the "City"), a municipal corporation, having its principal offices at 8401 NW 53 Terrace, Doral, Florida, 33166, and **SUNSHINE COMPUTERS & SOFTWARE INC, DBA CLARIUM MANAGED SERVICES** (hereinafter referred to as "Consultant"), an S Corporation, the address of which is 2244 NW 114th Ave. Miami, FL 331712. City and Consultant may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City has a need to contract with third parties to provide specialized and other support services; and

WHEREAS, such third parties will become aware of, and have access to sensitive data about the City's technology infrastructure and other information that is protected from disclosure by law; and

WHEREAS, the City seeks to keep such confidential information, as fully defined below, from being publically disseminated and to keep others from using any such information in any manner other than that which the City intends; and

WHEREAS, Consultant is interested in being contracted by the City and will need to receive the confidential information in order to provide its services.

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, the mutual covenants and agreements set forth below, the actions of the Parties in anticipation of the execution and delivery hereof and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**SECTION 1
DEFINITIONS**

1.1 DEFINITIONS.

The capitalized words in this agreement, unless previously defined or identified above, shall have the definitions specified in this section, which are as follows:

Confidential Information: means any and all technical, trade secret or business information belonging to and/or associated with the City, which is exempt from disclosure pursuant to Chapter 119, Florida Statutes, including, without limitation, financial, security, and infrastructure information, formulas, processes, software and hardware plans and schematics, and personnel and customer information, which is disclosed to the Consultant or is otherwise obtained by the Consultant from the City, its affiliates, agents or representatives during the term of this agreement, whether identified as confidential and whether such information is disclosed in tangible form (including electronic media), orally or in an otherwise intangible form;

City Manager: The Chief Administrative Officer of the City; and

Services: All services, work and actions by the Consultant performed pursuant to or undertaken under this Agreement, as described in Section 2.

SECTION 2 **SCOPE OF SERVICES**

2.1 Purpose. The City intends to disclose to Consultant, and the Consultant may receive from the City, certain Confidential Information, only for the purposes of Consultant consider his/her/its potential involvement with the City and to otherwise provide advice, service or other types of support to the City. The City's disclosure to the Consultant of its Confidential Information shall not be construed to be a grant of any right or license, express or implied, to the Consultant under any patent, trademark, copyright, trade secret, know-how or other intellectual or industrial property right that the City may now have or hereafter acquire relating to the subject matter of the Confidential Information being disclosed by the City. The Consultant understands that the City's Confidential Information shall remain the City's property.

2.2 Confidentiality Obligation. Consultant expressly acknowledges that he/she/it may, has and/or will received and/or shall be in a position to receive and possess Confidential Information of the City, and Consultant further acknowledges that disclosure of such Confidential Information to any person who is not part of the City's staff and/or administration or an authorized representative of the City would cause irreparable harm to the City. Consultant shall:

- (a) protect the City's Confidential Information by using the degree of care specified by the City, but not less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information; and
- (b) use and disseminate Confidential Information as authorized in the course of its business relationship with the City.

Consultant shall not:

- (a) disclose any Confidential Information to any person who is not part of the City's staff and/or administration or an authorized representative of the City, except as deemed necessary by to effectuate the City's objectives; or
- (b) use any Confidential Information for any purpose, except in connection with his/her/its efforts on behalf of the City.

Other than certain potential disclosures which may be required, as contemplated in Section 2.3, below, Consultant's duty to confidentiality is absolute and perpetual. The Consultant shall exercise that degree of skill, care, efficiency and diligence normally exercised by recognized professionals with respect to the performance of comparable Services. In its performance of the Services, the Consultant shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, State of Florida, and Federal Government. The Consultant shall promptly notify the City in writing of any unauthorized, negligent or inadvertent disclosure of the City's Confidential Information.

2.3 Exclusions. Confidential Information as defined in Section 1, above, shall not include Confidential Information that: (a) is or becomes a matter of public knowledge through no fault of the Consultant; or (b) was in Consultant's possession or known by him/her prior to receipt from the City; or (c) was rightfully disclosed to the Consultant by another person without restriction; or (d) is independently developed by Consultant without access to such Confidential Information; or (e) is information found in a document that is subject to disclosure under Chapter 119, Florida Statutes. The Consultant may disclose Confidential Information pursuant to any statutory or regulatory authority or court order, provided that (a) Consultant gives the City prior written notice of such requirement, (b) the scope of such disclosure is limited to the disclosure that is legally required, and (c) Consultant reasonably cooperates with the City, at the City's expense, to ensure that the Confidential Information will be subject to a protective order or other legally available means of protection.

2.4 Duty to Return. Upon the expiration or termination of its arrangement with the City or upon the request by the City, at any time, whether in writing or orally, Consultant shall: (a) turn over to the City all tangible Confidential Information, all documents or media containing Confidential Information and any and all copies or extracts thereof (including electronic media), or (b) destroy the tangible Confidential Information, all documents or media containing the Confidential Information, and any and all copies or extracts thereof (including electronic media), and provide the City with written notification of such return or destruction signed by Consultant.

2.5 Remedies. Consultant acknowledges and understands that the use or disclosure of the Confidential Information in any manner inconsistent with this agreement will cause the City irreparable damage, for which there may be no adequate remedy at law. The City shall have the right to: (a) equitable and injunctive relief to prevent such unauthorized, negligent or inadvertent use or disclosure; and (b) recover the amount of

all such damage (including attorneys' fees and expenses) to the City in connection with such use or disclosure. In the event that any court of competent jurisdiction determines that any provision of this Agreement is too broad to enforce as written, such court is authorized and directed to construe, modify or reform such provision to the extent reasonable necessary to make such provision enforceable. Nothing in this Agreement shall be construed to prohibit any party from pursuing any other available remedies for breach or threatened breach of this agreement, including the recovery of damages. No failure or delay by any party in exercising any right, power or privilege under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude the exercise of any other right, power or privilege hereunder.

SECTION 3 **MISCELLANEOUS**

3.1 Indemnification. Consultant agrees to indemnify and hold harmless the City of Doral and its officers, employees and agents, from and against any and all actions, claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees, for any claim at law or in equity that may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Consultant in connection with its obligations hereunder. The parties agree the opportunity to evaluate a potential or actual contractual relationship with the City for services and the opportunity to continue such a relationship constitutes sufficient consideration for this provision. The Consultant's obligation under this Subsection shall not include the obligation to indemnify the City of Doral and its officers, employees and agents, from and against any actions or claims which arise or are alleged to have arisen from negligent acts or omissions or other wrongful conduct of the City and its officers, employees and agents. The parties each agree to give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects the other party.

3.2 Expenses. Nothing in this Agreement obligates either the City or Consultant to: (a) enter into any business transaction with the other, (b) make any payments to other or (c) reimburse any of the others expenses. Should judicial action be required to prevent, cure and/or seek redress for breach of this Agreement, the prevailing party shall be entitled to the recovery of all fees and costs associated therewith, including, but not limited to, attorneys' fees.

3.3 No Partnership. This Agreement shall not be construed to create an association, partnership, joint venture, or relation of principal and agent between the parties within the meaning of any federal, state or local law.

3.4 Waiver. The failure of any Party in any one or more instances to insist upon strict performance of any of the terms or provisions of this Agreement, or to exercise any option herein conferred, shall not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms, provisions or options on any future occasion.

3.5 Severability. Any provision of this Agreement which is rendered unenforceable by a court of competent jurisdiction shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective any or all of the remaining provisions of this Agreement.

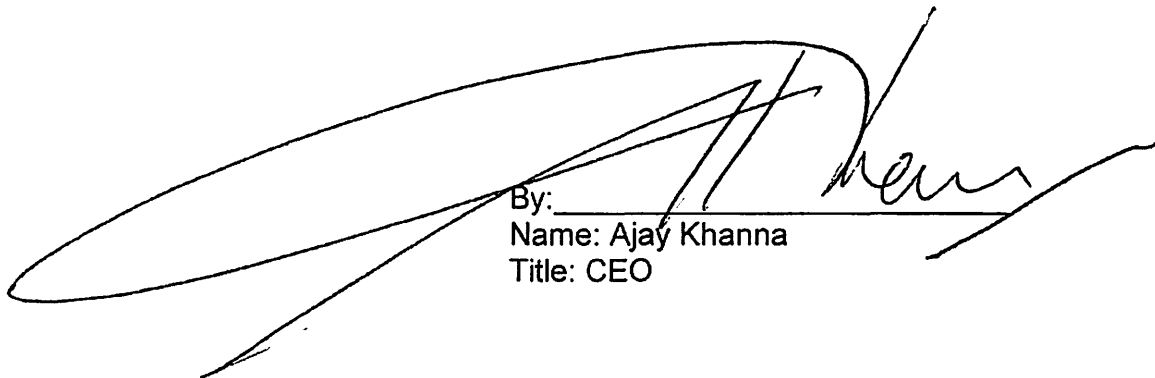
3.6 Choice of Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the conflicts of law provisions thereof. For the adjudication of any disputes arising under this Agreement, the parties hereby consent to personal jurisdiction and venue in (a) the County Court and Circuit Court of Miami-Dade County, Florida and (b) the United States District Court for the Southern District of Florida, Miami-Dade Division.

3.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties in regard to the covenant of confidentiality of matters disclosed pursuant to a business relationship established between BUSINESS VENTURE and RECEIVING PARTY and with regard to the covenant of noncompetition between BUSINESS VENTURE and RECEIVING PARTY, supersedes any prior oral or written representations in regard to said matters and may not be modified, except in writing, signed by all parties hereto.

3.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This Agreement may be duly executed and delivered by a party by execution and facsimile delivery of the Agreement to the other party, provided that, if delivery is made by facsimile, the executing party shall promptly deliver a complete counterpart that it has executed to the other party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their appropriate, authorized officials, as of the date first entered above.

FOR CONSULTANT:




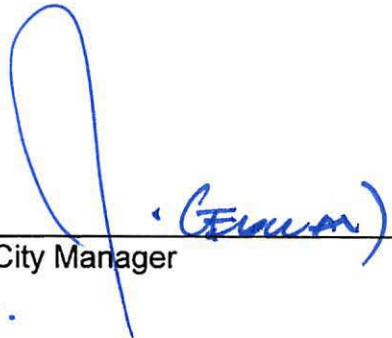
By: _____
Name: Ajay Khanna
Title: CEO

FOR CITY:

CITY OF Doral, FLORIDA

ATTEST:

By: 
For: City Clerk
Karina La Rosa, Executive Assistant.


City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE CITY OF DORAL


Weiss Serota Helfman Cole & Bierman, PL
City Attorney