



1111 N. Westshore Blvd, Suite 450, Tampa FL 33607

March 29, 2022

Tarrant County, Texas
2700 Premier Street
Fort Worth, TX 76111

RE: Sole Source Letter

This letter is being provided for the Election Night Reporting (ENR) product provided by SOE Software Corporation dba ScytI to Tarrant County, Texas.

ScytI is the ONLY provider of the ENR software, therefore we are the sole source provider of the technology as it cannot be licensed, purchased, or leased from any other company or provider. ScytI is the only company that can maintain this software and therefore are the sole source providers of these services.

Please contact me or Wendy Williams, Director of Client Services, if you require any additional information.

Sincerely,

A handwritten signature in black ink that reads 'Jonathan Brill'.

Jonathan Brill
General Manager/President, N.A.
ScytI

AMENDMENT STANDARD TERM SaaS AGREEMENT

BETWEEN

SOE SOFTWARE CORPORATION d/b/a SCYTL and TARRANT COUNTY, TEXAS

PREAMBLE

This Extension Amendment (the "Amendment") is entered into as of September 30, 2022 (the Effective Date), by SOE SOFTWARE CORPORATION (d/b/a SCYTL) with principal offices at 1111 N. Westshore Blvd, Suite 450 Tampa, FL 33607 ("SOE") and TARRANT COUNTY, TEXAS with principal offices at 2700 Premier St. Fort Worth, TX 76111, USA ("Customer").

Collectively, SOE and Customer shall be referred to as the "Parties" and each separately as a "Party".

In consideration of the mutual promises and covenants hereinafter set forth, SOE and the CUSTOMER acknowledge and agree that the Software as a Service Agreement for Election Night Reporting (ENR) entered into as of October 3, 2017 and amended August 28, 2018, October 15, 2019 and September 29, 2020 by and between the Parties (the Agreement) is hereby extended for another year (1) and consequently amended as follows, but that such Agreement shall otherwise continue in full force and effect.

The Parties agree as follows:

1. To EXTEND the Election Services for one (1) year from October 1, 2022 to September 30, 2023 (the Extended Term), with an option to renew for an additional year.
2. To update the Maintenance and Service terms as indicated below:

During the Term of this Agreement, SCYTL shall provide the Customer with maintenance services and third level support in accordance with the Service Level Agreement attached hereto as Appendix 1, being an integral part of this Agreement, which shall consist of (i) the updating and upgrading of the SOFTWARE and (ii) the modification and/or adaptation of the SOFTWARE in order to correct and solve any defects, errors, or malfunctions in the SOFTWARE.

The support services provided by Scytl include:

- Account Management support, such as application setup review and questions; content updates; and technical support.
- Support services are limited to 8 hours. When you have reached 80% of the allotted support service hours, you will be notified, and you may choose to add additional hours via a work order. If the issue is determined to be a product error, hours will not be deducted.
- If additional support service hours are not purchased and they are required due to a non-product error, the customer will be charged at a rate of \$150/hr.
- Refunds or carry over are not considered if the allotted support service hours are not consumed at the end of the Agreement (and on a yearly basis).

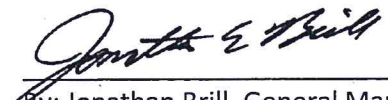
- As a courtesy, Scytl provides election event monitoring of the platform by Account Management and IT Engineers.
3. To pay the fee/s as indicated below for any renewal (Fee). The Fee shall be non-cancellable, non-refundable and in addition to the fees already paid/to be paid according to the Agreement. The Fee for any successive Renewal Term shall be equal to the Fee at the end of the Extended Term or any Renewal Term, as applicable, increased in a minimum five (5) %.
 4. Except as modified in this amendment, all other terms and conditions of the Agreement and all amendments and addenda thereto, shall remain in full force and effect. All capitalized words not defined herein shall have the same meaning as set forth in the Agreement.
 5. The Customer will be invoiced the Fee annually in advance each year, in accordance with the following schedule:

Service	Fee	Invoicing Date
Scytl Election Night Reporting (ENR) Annual Assurance 10/01/2022-9/30/2023	\$27,886.00	October 1, 2022
Scytl Election Night Reporting (ENR) Annual Assurance, <u>OPTION to renew for an additional year</u> 10/01/2023 - 09/30/2024	\$27,886.00	October 1, 2023

IN WITNESS WHEREOF, the PARTIES have duly executed this Agreement on the Effective Date intending to be bound thereby,

SOE SOFTWARE CORPORATION

TARRANT COUNTY, TX


 By: Jonathan Brill, General Manager
 SOE Software Corporation (dba Scytl)
 Date: April 16, 2022

By: _____
 Date: _____

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Kimberly Colliet Wesley
Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.