

RFP 2022-123
Annual Contract for Voter Registration and Election Management System
Demonstration Evaluation Scores

			Award
	Point Value	Hart InterCivic, Inc. Austin, TX HUB - No	VOTEC Corporation San Diego, CA HUB - No
General Requirements	44.85	15.91	23.74
Voter Registration Module	54.39	32.06	33.66
Districting Module	44.85	24.26	22.16
Election Module	92.56	51.65	55.51
Absentee Ballot Module	80.15	43.06	49.14
Petitions	62.98	19.70	34.59
Reports	49.62	27.29	31.01
Polling Place Module	36.26	20.35	18.18
Poll Worker Module	24.81	9.85	11.67
Volunteer Deputy Registrars	9.54	2.86	5.01
Technical Specifications and Project Management	100.00	60.00	60.00
References	100.00	100.00	100.00
Price	300.00	300.00	269.12
Total	1000	706.99	713.79

RFP 2022-123
Annual Contract for Voter Registration and Election Management System
Initial Evaluation Scores

	Point Value	Hart InterCivic, Inc. Austin, TX HUB - No	KNOWiNK, LLC Saint Louis, MO HUB - No	PCC Technology, Inc. DBA Civix Signing Authority Metairie, LA HUB - No
General Requirements	44.85	16.20	20.66	18.08
Voter Registration Module	54.39	33.80	34.40	29.99
Districting Module	44.85	23.35	23.47	23.40
Election Module	92.56	55.01	53.32	44.16
Absentee Ballot Module	80.15	45.56	46.66	40.46
Petitions	62.98	13.22	35.09	31.42
Reports	49.62	26.67	25.74	23.88
Polling Place Module	36.26	21.02	11.69	17.72
Poll Worker Module	24.81	9.33	4.32	12.12
Volunteer Deputy Registrars	9.54	3.82	5.37	0.72
Technical Specifications and Project Management	100.00	60.00	55.00	60.00
References	100.00	100.00	56.00	89.00
Price	300.00	300.00	151.26	210.72
Total	1000	707.98	522.98	601.67

RFP 2022-123
Annual Contract for Voter Registration and Election Management System
Initial Evaluation Scores

	Point Value	Tenex Software Solutions, Inc. Tampa, FL HUB - Yes	VOTEC Corporation San Diego, CA HUB - No	VR Systems, Inc. Tallahassee, FL HUB - No
General Requirements	44.85	14.69	25.43	18.54
Voter Registration Module	54.39	32.99	33.92	32.63
Districting Module	44.85	25.38	22.71	24.48
Election Module	92.56	47.33	54.65	54.39
Absentee Ballot Module	80.15	43.51	48.12	45.09
Petitions	62.98	36.59	34.66	35.59
Reports	49.62	26.36	31.94	25.43
Polling Place Module	36.26	20.52	17.20	16.25
Poll Worker Module	24.81	13.07	12.48	12.45
Volunteer Deputy Registrars	9.54	2.98	5.37	5.25
Technical Specifications and Project Management	100.00	45.00	60.00	60.00
References	100.00	23.00	100.00	67.00
Price	300.00	173.14	269.12	131.49
Total	1000	504.56	715.60	528.59



Contract for VEMACS Software and Services

THIS CONTRACT, made this 2nd day of August, 2022 by and between Tarrant County, a political subdivision of the State of Texas, hereinafter referred to as COUNTY, and VOTEC CORPORATION, a corporation with a place of business in San Diego, California, hereinafter referred to as VOTEC.

WITNESSETH:

WHEREAS, in consideration of the covenants mutually exchanged, the parties desire to agree that VOTEC shall provide Elections/Voter Registration licensed software and associated support services, and; WHEREAS, the parties desire to reduce this agreement to writing.

NOW THEREFORE, for the consideration hereinafter stated the parties to this agreement agree as follows:

The following procurement documents produced as part of or in response to RFP 2022-123 are included in this Contract by reference and take precedence over any other documents included in this Contract:

1. Tarrant County RFP 2022-123
2. Questions and Responses recorded for this RFP with the title "APRIL 27, 2022 RFP NO. 2022-123 QUESTIONS AND RESPONSES"
3. VOTEC proposal in response to RFP 2022-123
4. VOTEC BAFO in response to RFP 2022-123

The following VOTEC generated documents are to be signed by both parties and incorporated into this contract by reference:

1. VOTEC Software License Agreement
2. VOTEC-Oracle Sublicense Agreement.

The following document signed by VOTEC and Lincoln-Parry SoftEscrow, Inc. is incorporated into this contract by reference:

1. Software Escrow Agreement No. 7221

SECTION I - VOTEC AGREES:

1. To install and train, in a professionally competent manner, the VEMACS 2.0 Elections and Voter Registration System and VEMACS add-on as named in VOTEC's proposal to Tarrant County RFP 2022-123.
2. VEMACS will meet the specifications defined by RFP 2022-123 and VOTEC's proposal.
3. To appoint a VOTEC project coordinator to work with COUNTY throughout the implementation and acceptance process.
4. To adhere to COUNTY and State requirements for Elections in fulfilling contract services. The COUNTY will make requirements available to VOTEC.
5. To handle all information made available by COUNTY in a confidential manner and in strict accordance with laws and COUNTY procedures.
6. To meet State requirements for data exchange in support of HAVA mandates.
7. VOTEC agrees to maintain a copy of all VEMACS software source code with Lincoln-Parry SoftEscrow subject to software escrow agreement No. 7221 between Lincoln-Parry



SoftEscrow, Inc. and VOTEC Corporation. A copy is attached. COUNTY will be added to this escrow account for each software product for which customer is licensed.

INDEMNIFICATION / HOLD HARMLESS

VOTEC shall indemnify, defend and hold harmless COUNTY, all officials, officers, agents and employees of COUNTY, from and against all claims against the COUNTY arising out of or resulting from the performance of the contract. "Claim" as used in this agreement means any claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. VOTEC obligation to indemnify, defend, and hold harmless includes any claim by VOTEC agents, employees, representatives, or subcontractor.

VOTEC expressly agrees to indemnify, defend, and hold harmless COUNTY for any claim arising out of or incident to VOTEC or any subcontractor's performance or failure to perform the contract. VOTEC obligation to indemnify, defend, and hold harmless COUNTY shall not be eliminated or reduced by any actual or alleged concurrent negligence of COUNTY or its agents, agencies, employees, officers and officials.



SECTION II - COUNTY AGREES:

1. To pay VOTEC for documented competent services rendered and accepted by COUNTY upon acceptance of the line items specified in VOTEC's RFP 2022-123 response and affirmed in VOTEC's BAFO listed below.

Development and Installation Fees	
Developer API module development and training.	\$ 20,000.00
GIS system	\$ 46,000.00
Reporting Tool Software License	\$ 2,250.00
OCR Development, License, and Installation	\$ 50,000.00
Mail Sorter Integration Development	\$ 15,000.00
Total Development and Installation Fees.	\$133,250.00
Payments to be made in monthly installments of 10% per month. The first payment is due 30 days after contract award. At go-live, any unpaid balance is due in full.	

2. To pay VOTEC annual support and maintenance with the first year beginning on go-live date and for years two (2) and three (3) on the 1st and 2nd anniversary of the go-live date respectively.

	Year 1	Year 2	Year 3
VEMACS Support and Maintenance Fees	\$178,101.75	\$186,880.26	\$195,850.76
Database Appliance	\$ 17,100.00	\$ 17,100.00	\$ 17,100.00
Ballot Board Support	\$ 36,808.36	\$ 37,128.36	\$ 37,448.36
MBAP (Mail Ballot Activity Portal)	\$ 23,616.72	\$ 24,256.72	\$ 24,896.72
Developer API	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Electronic Poll Book API	\$ 21,372.21	\$ 22,425.63	\$ 23,502.09
GIS	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00
Browser Based Scanner Control Software	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00
Reporting Tool Software License	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00
NCOA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Total Annual Support Costs with the first payment due at Go-Live date with years 2 and 3 on the anniversary of the Go-Live date.	\$314,749.04	\$325,540.97	\$336,547.93



1. To provide computer access for VOTEC employees assigned under this agreement.
2. To appoint a COUNTY project manager to work with VOTEC throughout Term of contract.
3. To dedicate appropriate COUNTY personnel to the specification, installation, testing, training, and operation of the licensed software.
4. To adhere to the VOTEC Corporation Software License Agreement.
5. To adhere to the VOTEC Corporation Software License Oracle Sub-License Addendum.
6. To integrate VOTEC's proposed Oracle Appliance Server with the County network, network segment, or isolated network supporting the COUNTY Elections Department.
7. To review all data conversion reports and correct, or provide direction to VOTEC as to how to handle any inconsistencies or apparent errors in the data.
8. To provide support for remote communications by VOTEC with the network, including resolving technical communications problems occurring on site in the COUNTY. Access shall be under control of the COUNTY utilizing a COUNTY approved access method.
9. To provide system administrator level access throughout the life of the contract for VOTEC on the Oracle Appliance server. VOTEC is the administrator for the Oracle Appliance server internal functions and for the connectivity settings specified by Tarrant County IT.



SECTION III - BOTH PARTIES AGREE:

1. With regard to establishing final specifications:
 - a. COUNTY shall certify that all requirements are consistent with COUNTY's understanding and application of all applicable laws.
2. In the event of a conflict between this agreement and the terms and conditions of the attached Appendices, the terms and conditions of this agreement shall govern. Nonetheless, the RFP 2022-123, the Response to RFP 2022-123 and VOTEC'S BAFO shall take precedence over any conflicting terms and conditions in this agreement.
3. With regard to system installation:
 - a. All hardware and all software provided by the COUNTY for connecting the Oracle Appliance server will be installed and tested before VOTEC installs VOTEC provided software. VOTEC will provide remote support if necessary.
 - b. Representative instances of client hardware and software including personal PCs, printers, and scanners provided by the COUNTY for use by COUNTY staff will be installed and tested before VOTEC installs VOTEC provided software.
 - c. All operationally essential system modifications will be tested by the COUNTY, with converted COUNTY data, and determined to be functioning in accordance with specifications prior to using the VEMACS software in production.
 - d. COUNTY will assist in the installation of the system by providing prompt responses to any hardware or communications problems that arise on site and by identifying any apparent inconsistencies between the installed system and the specified requirements.



SECTION IV - GENERAL

Performance hereunder shall be construed and regulated in accordance with the laws of the State of Texas.

Any notices required by this Agreement shall be in writing and shall be delivered via registered or certified mail or delivery service addressed as follows:

COUNTY:

Tarrant County Elections Administration Office
2700 Premier Street
Fort Worth, Texas 76111

CONTRACTOR:

President
VOTEC Corporation
10920 Via Frontera, Suite 110
San Diego, California 92127

This document and the documents included by reference constitute the entire Agreement between the parties and shall not be modified, amended, altered or changed except through a written amendment signed by the parties.

These terms and conditions are severable and should any be deemed invalid, then only that provision shall fail and the remainder of the terms and conditions shall be of full force and effect. All rights and remedies of the parties hereto, whether evidence hereby or by any other agreement, instrument, or paper, shall be cumulative and may be exercised singularly or concurrently.

In the event either party shall on any occasion fail to perform any term of this Agreement and the other party shall not enforce that term, failure to enforce on that occasion shall not prevent enforcement on any other occasion.

IN WITNESS WHEREOF, the parties executed this agreement on the day and year first written above.

VOTEC Corporation

Tarrant County, Texas

Karen Richards
Authorized Signature

Authorized Signature

Karen Richards - President
Name and Title

Name and Title

July 18, 2022
Date

Date



VOTEC Corporation Software License Agreement

Agreement dated this 2nd day of August, 2022 by and between Tarrant County, a political subdivision of the State of Texas, hereinafter referred to as the COUNTY, and VOTEC CORPORATION of San Diego, California, hereinafter referred to as LICENSOR, for the installation, training, and licensing of the following Software, hereinafter referred to as LICENSED SOFTWARE, COUNTY under the terms and conditions contained herein.

(Numbered headings used in this Agreement are for the convenience of the reader and do not add meaning to the Agreement.)

DEFINITIONS

LICENSED SUB-SYSTEM. A "LICENSED SUB-SYSTEM" is a set of computer code, validation tables, and associated documentation designed to manage the input, output, and storage of a major class of registration and/or election data.

LICENSED SOFTWARE. The "LICENSED SOFTWARE" is a set of LICENSED SUB-SYSTEMS sold as one item. This agreement identifies the LICENSED SOFTWARE as VEMACS and BallotBoard and MBAP.

COUNTY. Includes county officials, officers, employees, agents and representatives.

Article I - Terms and Conditions

1. LICENSED SOFTWARE, Sub-systems:

The LICENSED SOFTWARE includes all screens, reports, and batch processes to support the mandated or otherwise agreed upon database functions of COUNTY in the following areas:

- Voter Registration
- Districting
- Elections
- Absentees
- Petitions
- Reports
- Poll Places
- Poll Workers
- Deputy Registrars
- Document Imaging
- TEAMS Data Transfer Interface
- Electronic Pollbook Data Transfer API
- Programmer Access API

2. LICENSE:

LICENSOR agrees to grant, and COUNTY agrees to accept, on the following terms and conditions, for valuable consideration the sufficiency of which is hereby acknowledged, a non-exclusive, annual LICENSE to use the LICENSED SOFTWARE as set forth in this agreement.



3. THIRD PARTY LICENSED SOFTWARE:

COUNTY to provide the operating systems, Oracle RDBMS, and any other software and equipment required to operate LICENSED SOFTWARE.

If COUNTY chooses to install on COUNTY's own hardware, COUNTY shall be solely responsible for installation and maintenance of THIRD PARTY SOFTWARE and operating systems. LICENSOR SHALL NOT BE RESPONSIBLE FOR ANY FAILURE OF THE LICENSED SOFTWARE BASED ON THE COUNTY'S OPERATING SYSTEMS AND THIRDPARTY SOFTWARE INCLUDING, BUT NOT LIMITED TO, VIRTUAL MACHINES, LIBRARIES AND/OR HARDWARE.

VOTEC has proposed an Oracle Appliance which runs Oracle and the VEMACS application.

VOTEC will manage that server within Tarrant County's network. VOTEC will specifically be the LICENSEE for all software on that server and specifically Oracle RDBMS (database).

4. SOFTWARE HOSTING AND COMPUTERS

LICENSED SOFTWARE is licensed for use on computers operated by the COUNTY in support of voter data management and elections data management within COUNTY's jurisdiction.

5. SOFTWARE REGISTRATION AND PROTECTION

COUNTY agrees that the COUNTY in the conduct of its business shall use the LICENSED SOFTWARE set forth hereinabove. The COUNTY further agrees that all applicable LICENSOR copyrights and patent rights plus all LICENSOR copying protection, and security provisions will be strictly observed by COUNTY, its employees, agents, and representatives.

6. PROTECTION AND SECURITY

COUNTY acknowledges that the LICENSED SOFTWARE constitutes a valuable asset of the LICENSOR, and the LICENSOR has proprietary rights and interest in and to the LICENSED SOFTWARE and that portions thereof are confidential. Accordingly, COUNTY agrees as follows:

a) COUNTY may make a working copy of the LICENSED SOFTWARE in machine-readable format for backup purposes and in accordance with COUNTY's standard software backup policies only.

b) COUNTY agrees that it shall not make any copies of manuals, flow charts, or other related documents, or portions thereof, directly or indirectly, except for purposes of maintaining voter data and conducting elections within COUNTY's jurisdiction.

c) COUNTY agrees not to disclose the LICENSED SOFTWARE materials including manuals, flow charts, program code, database schema objects and related materials, and information conveyed by any means related to same to anyone other than COUNTY's employees except in the event of catastrophic interruption of LICENSOR's business or as otherwise required by law.



LICENSOR acknowledges all information, documentation, and other material submitted by LICENSOR for and under this Contract are subject to public disclosure under the Texas Public Information Act, Texas Government Code, Chapter 552 ("PIA"), or as otherwise required by applicable law or judicial order. LICENSOR is hereby notified that COUNTY strictly adheres to the PIA and the interpretations thereof rendered by the courts and Texas Attorney General ("AG"). COUNTY will use best efforts to maintain the confidentiality of all LICENSOR information except where COUNTY is required to disclose it under the PIA or other applicable law or judicial order. COUNTY further agrees to notify LICENSOR of any PIA request for information related to licensed software.

COUNTY

d) COUNTY agrees not to insert, update, or delete any data within the VEMACS tables by any means other than the VEMACS workspace API without prior consent from LICENSOR.

e) COUNTY agrees to provide LICENSOR information about any processes or third party applications which select, insert, update or delete any data within the VEMACS tables.

f) COUNTY agrees under no circumstances shall COUNTY or its employees, or third parties exercising COUNTY's rights on COUNTY's behalf, modify, decompile, disassemble or otherwise reverse engineer the LICENSED SOFTWARE. The COUNTY shall be responsible for any breaches or violations of this Agreement by its employees or other such third parties. If the COUNTY notifies the LICENSOR of an error or malfunction in the LICENSED SOFTWARE which, after investigation by the LICENSOR, is determined to have been caused by any unauthorized modifications, this LICENSE is voidable at the option of the LICENSOR and voids any warranties, expressed or implied, thereto.

7. PATENT AND COPYRIGHT INDEMNIFICATION

To the extent allowed by the laws and Constitution of the State of Texas, LICENSOR agrees to defend and hold COUNTY harmless from any patent, trade secret, or copyright infringement claim arising out of COUNTY's use of the LICENSED SOFTWARE.

8. LIMITATION OF LIABILITY

LICENSOR shall not be liable for any loss or damage, consequential or otherwise, caused by COUNTY employees, agents, or representatives occurring out of or in connection with the use or performance of the LICENSED SOFTWARE. LICENSOR may license the LICENSED SOFTWARE to other customers without any consideration or liability to COUNTY whatsoever.

It is understood and agreed that COUNTY will not be liable for any negligent or wrongful acts, either of commission or omission and this license will not be construed as seeking to either enlarge or diminish any obligation or duty owed by COUNTY to LICENSOR or to any third party. It is understood and agreed that the COUNTY will not be liable for any loss or damage or for any indirect or consequential damages.

9. TERMINATION

This license is subject to continual use by COUNTY so long as no un-remediated breach of Section 5 (SOFTWARE REGISTRATION AND PROTECTION) and Section 6 (PROTECTION AND SECURITY) has led to termination of this license and VEMACS 2.0 support and



maintenance fees are current. Conditions for remediation are at the sole discretion of LICENSOR.

This may be terminated by the LICENSOR at any time, with thirty (30) days written notice, if COUNTY fails to comply with any of the terms, conditions or provisions of Sections 5 or 6 of this License.

In the event of default by COUNTY of any of the terms of Sections 5 or 6 of this Agreement and a subsequent termination by LICENSOR, LICENSOR shall be entitled to immediate possession of the LICENSED SOFTWARE and COUNTY shall forthwith return all copies and related documents and materials.

10. PAYMENT

VoteSafe LICENSED SOFTWARE is determined to be in effect for use by COUNTY upon payment of first year support and maintenance fee. License will be continued in effect upon payment of subsequent annual license fees within 30 days of invoice or 30 days of anniversary of this license, whichever occurs later.

11. GENERAL

Performance hereunder shall be construed and regulated in accordance with the laws of the State of Texas.

This Agreement may be funded wholly or partially with federal funds. LICENSOR acknowledges all Agreements funded in whole or part with federal funds are subject to certain Federal Funds Contract Terms and hereby agrees to abide by any applicable terms.

This Agreement is not assignable by COUNTY and any attempt to assign any rights, duties or obligations under this Agreement will be void.

These terms and conditions are severable and should any be deemed invalid, then only that provision shall fail and the remainder of the terms and conditions shall be of full force and effect.

All rights and remedies of the parties hereto, whether evidenced hereby or by any subsequent agreement, instrument or paper, shall be cumulative and may be exercised singularly or concurrently.

In the event either party shall on any occasion fail to perform any term of this Agreement and the other party shall not enforce that term, failure to enforce on that occasion shall not prevent enforcement on any other occasion.



12. ACCEPTANCE

Acceptance by LICENSOR:

VOTEC Corporation

Karen Richards
Authorized Signature

Karen Richards-President
Name and Title

July 18, 2022
Date

Acceptance by COUNTY:

Tarrant County, Texas

Authorized Signature

Name and Title

Date



VOTEC Software License Oracle Sub-License Addendum

The following addendum is attached to and made a part of all VOTEC Software License Agreements for software using Oracle as a foundation. VOTEC software using Oracle as of March 2020 are VEMACS[™], VoteSafe[™], BallotBoard[™], and MBAP (all trademarks property of VOTEC).

The following terms and conditions are required by Oracle Corporation to use the Oracle products required to run VOTEC products unless your organization licenses the required Oracle products from Oracle directly or from another Oracle authorized agent.

Definitions:

Application Package – Software authored by VOTEC to service business functions of the End User and licensed by the End User from VOTEC

End User – This is the government entity licensing an Application Package

End User License Agreement – The license agreement for the Application Package between VOTEC and the governmental entity licensing the Application Package

- (1) Use of Oracle programs licensed under this Agreement shall be limited to use by the legal entity that executes the VOTEC End User License Agreement.
- (2) Use of Oracle programs licensed under this Agreement shall be restricted to the scope of the VOTEC application package licensed by the VOTEC End User License Agreement. Use of the Oracle programs shall be restricted to the business operations of the End User. End User may permit agents or contractors to use the Application Package on the End User's behalf for the End User's internal business operations as described above, subject to the terms of the End User License Agreement. For Application Package that includes programs that are specifically designed to facilitate interactions between the End User and the End User's customers and suppliers, you may permit your customers and suppliers to use the Application Package in furtherance of such interactions subject to the End User License Agreement. The End User shall be responsible for its agent's, contractor's, customer's and supplier's use of the Application Package and compliance with the End User License Agreement.
- (3) Oracle and in the event Oracle is licensing third party software along with its own software that third party licensor also shall retain all ownership and intellectual property rights to their respective programs.
- (4) End User is prohibited from assigning, giving, or transferring the programs and/or any Oracle provided services or any interest in them to another individual or entity.
- (5) End User is prohibited from (a) use of the programs for rental, timesharing, subscription service, hosting, or outsourcing; (b) removing or modifying any program markings or any notice of Oracle's or its licensors' proprietary rights; (c) making the programs available in any manner to any third party for use in the third party's business operations; and (d) having title to any of the programs referenced by the End User License Agreement passing to the End User or any other party.
- (6) End User is prohibited from reverse engineering, disassembly, or decompilation of the programs. End User is prohibited from reviewing Oracle data structures with the exception



of the data structures developed in Oracle by VOTEC. End User is prohibited from duplication of the programs except for a sufficient number of copies of each program for the End User's licensed use and one copy of each program media.

- (7) End User must hereby disclaim, to the extent permitted by applicable law, Oracle's liability for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of the programs.
- (8) End User, upon termination of the End User License Agreement, must discontinue use of the Oracle programs and destroy or return all copies of the Oracle programs and documentation.
- (9) End User must not publish of any results of benchmark tests run on the Oracle programs.
- (10) End user must not export the licensed programs.
- (11) Programs are subject to a restricted license and can only be used in conjunction with the Application Package.
- (12) Oracle disclaims any obligations to the End User that are not explicitly agreed between Oracle and VOTEC. VOTEC is a member of the Oracle Partner Network and maintains subscriptions to support services from Oracle. These define obligations of Oracle to VOTEC and do not included obligations to the End User.
- (13) End User must allow audit of the use of the programs by End User. This includes providing reasonable assistance and access to information in the course of such audit. End User shall permit VOTEC to perform such audit at Oracle's request and report the audit results to Oracle. Oracle shall not be responsible for any of the end user's costs incurred in co-operating with the audit.
- (14) Oracle is hereby designated as a third party beneficiary of the End User License Agreement.
- (15) This Agreement excludes the application of the Uniform Computer Information Transactions Act to the terms and conditions of this Agreement.
- (16) Oracle my provide source code as part of the standard shipment of programs licensed under this Agreement, which source code shall be governed by the terms of the End User License Agreement.
- (17) In the event that Third Party Technology may be licensed to the End User to work with the Oracle programs and the Application Package, such Third Party Technology is licensed to the End User only for use with the Application Package under the terms of the third party license agreement specified elsewhere in the End User License Agreement. Third Party Technology is licensed according to the third party's license as included or stated elsewhere in the End User License Agreement. Any Third Party Technology is not covered by the terms (1) to (16) just above.

End User agrees to inform VOTEC promptly if End User becomes aware of any breach of the End User License Agreement.

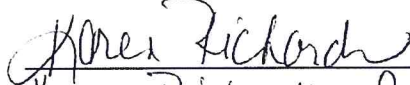
ACCEPTED by END USER

ACCEPTED by VOTEC

Signature: _____

Name / Title: _____

Date: _____


Karen Richards - President
July 18, 2022



VEMACS Maintenance and Support Agreement

VOTEC - Tarrant County VEMACS Maintenance and Support Agreement

THIS AGREEMENT entered into this 2nd day of August, 2022, between Tarrant County, a political subdivision of the State of Texas, hereinafter called COUNTY, and VOTEC Corporation of San Diego, California, hereinafter called VENDOR or VOTEC.

WITNESSETH

WHEREAS, COUNTY requires the services of a VENDOR qualified to provide modifications to the VEMACS family software used by COUNTY; and

WHEREAS, VOTEC is qualified and willing to provide such services;

NOW, THEREFORE, the parties hereto agree as follows:

DEFINITIONS

1. LICENSED SUB-SYSTEM. A "LICENSED SUB-SYSTEM" is a set of computer code, validation tables, and associated documentation designed to manage the input, output, and storage of a major class of registration and/or election data.
2. LICENSED PRODUCT. A "LICENSED PRODUCT" is a set of LICENSED SUB-SYSTEMS sold as one item. VOTEC's PRODUCTS, as of the Agreement date, are VEMACS, BallotBoard, MBAP, VoteSafe, and PollTag. The subjects of this Agreement are VEMACS and BallotBoard and MBAP.

ARTICLE I - TERM

This Agreement shall commence on the date that VEMACS 2.0 is accepted for production use, and shall terminate one year thereafter; unless terminated sooner or further extended pursuant to Articles VII and VIII of this Agreement. This Agreement will be annotated with the acceptance date.

ARTICLE II - SCOPE

This Agreement covers maintenance and support services for VEMACS 2.0 as proposed in response to COUNTY RFP 2022-123 and as licensed to COUNTY under a VOTEC Software License Agreement and whose delivery is contracted for separately under an Agreement between VOTEC and COUNTY.



ARTICLE III - VENDOR'S DELIVERABLES TO COUNTY

- 1) Provide support as follows:
 - a) Correct any existing function that does not perform correctly.
 - b) Investigate any existing or added function that performs uncharacteristically slowly and delays delivery of COUNTY registration and election services. VENDOR staff time to diagnose problems originating solely from COUNTY specified and purchased hardware and system software shall be billed at VENDOR's then current rate.
 - c) Provide updates to the instructions for functions whose operation changes for any reason such as corrections or performance improvements.
 - d) Provide written answers to questions from designated Elections and Information Services staff regarding the operation of the LICENSED PRODUCT and LICENSED SUB-SYSTEM, provide telephone responses when requested.
 - e) Provide support per terms specified in "VOTEC Service Level Agreement – 2022".
- 2) All State and Federal mandates will be reviewed by VENDOR within 10 (ten) VOTEC business days of written notification by COUNTY of COUNTY's intent to comply and the delivery of initial requirements to VOTEC by COUNTY.
 - a) COUNTY shall provide to VENDOR the requirements in written form which may include flow charts, examples of reports and screens, and performance requirements pertaining to new or updated State and Federal mandates.
 - b) VENDOR shall provide a project and cost estimate for implementing upgrades to the LICENSED SUB-SYSTEMS to keep the COUNTY's LICENSED SUB-SYSTEMS in compliance with State and Federal mandates. This may include but is not limited to:
 - i) Provide new or enhanced screens, batch processes, and/or reports required to keep the LICENSED SUB-SYSTEMS in compliance with State and Federal Elections Codes.
 - ii) Provide documentation for the changes and additions installed.
 - c) Upgrades to be done by VENDOR shall only be undertaken after written authorization by the COUNTY.
 - d) Upgrades to address mandates authorized by multiple VOTEC customers shall be billed to those customers the portion of the total cost of the



VEMACS Maintenance and Support Agreement

upgrade proportional to their most recently invoiced VEMACS maintenance and support fee.

- 3) Provide upgrades to the LICENSED SUB-SYSTEMS produced without a direct request of COUNTY. These are upgrades produced as a result of a request of another customer or as a result of the desire by VENDOR to improve the product.
 - a) Provide software improvements made to the LICENSED SUB-SYSTEMS for other customers as they are mutually agreed to be beneficial to the performance of COUNTY's system performance.
 - b) Provide technology upgrades to the LICENSED SUB-SYSTEMS as developed by VENDOR and deemed beneficial by the COUNTY.
 - c) Provide documentation for the changes and additions installed.
- 4) Provide custom upgrades to the LICENSED SUB-SYSTEMS resulting from a direct request of COUNTY.
 - a) COUNTY shall provide to VENDOR the requirements in written form which may include flow charts, examples of reports and screens, and performance requirements pertaining to new or updated customizations.
 - b) VENDOR shall provide a project and cost estimate for implementing the requested upgrades to the LICENSED SUB-SYSTEMS. This may include but is not limited to:
 - i) Provide new or enhanced forms, batch processes, and/or reports as requested by COUNTY and agreed to by VENDOR.
 - ii) Provide documentation for the changes and additions installed.
 - c) COUNTY shall be notified in writing in advance of any VENDOR technical services which VENDOR considers to be custom upgrades. Custom upgrades to be done by VENDOR shall only be undertaken after written authorization by the COUNTY. VENDOR shall invoice COUNTY as mutually agreed.
- 5) Provide COUNTY direct access to the LICENSED SUB-SYSTEMS via APIs. This is an additional service offered as an option for a fee. Fees are defined in the document *VOTEC System Warranty, Maintenance and Support Fees* and are subject to change. Fees for the first three years are specified in the contract developed in response to COUNTY RFP 2022-123.
- 6) Provide a real-time interface to County's electronic pollbooks. This is an additional service offered as an option for a fee. Fees are defined in the document *VOTEC System Warranty, Maintenance and Support Fees* and are subject to change. Fees for the first three years are specified in the contract developed in response to COUNTY RFP 2022-123.



ARTICLE IV - COUNTY'S RESPONSIBILITIES (EXCLUSIVE OF PAYMENT)

- 1) Designate a project manager with final responsibility for specifying COUNTY's needs and accepting COUNTY's obligations regarding this Agreement.
- 2) Designate an elections office staff member and an information technology staff member to serve as liaison under this Agreement for the exchange of technical information. Designate an alternate for each position to function in the primary liaisons' absence.
- 3) Maintain network access for connection to the servers supporting VOTEC products and to provide monitored access to PC workstations upon request for training and problem diagnosis.
- 4) Submit all requests via the VOTEC help desk ticketing system for technical service including questions for which you wish documented answers.
- 5) Provide problem diagnosis using Elections and Information Services staff to discriminate VENDOR issues from hardware and system software issues prior to forwarding problems to VENDOR. VENDOR staff time to diagnose problems originating solely from COUNTY purchased hardware and system software shall be billed at VENDOR's then current rate.
- 6) COUNTY is responsible for assuring their data is available to be recovered in the event of catastrophic system failure and/or hostile attack on the computer system(s) hosting VOTEC software. This includes verifying that data backups are run at COUNTY acceptable intervals and that data backups are copied to backup storage that is not accessible to unauthorized COUNTY personnel and that data backups are removed from the premises if the VOTEC software is run in COUNTY managed premises to a physically secure environment. VOTEC will assist the COUNTY to restore an operational system and all recoverable data. Current consulting rates will apply.



ARTICLE V - WARRANTY

VENDOR warrants the product, as delivered, will perform in the manner described in the accompanying System Documentation for the term of this Agreement.

VENDOR and COUNTY recognize that all software is potentially data dependent and may have bugs that will not surface until a particular data set is processed. Therefore, VENDOR limits potential liability under this warranty to fixing bugs promptly and delivering those fixes at VENDOR's costs.

COUNTY is responsible for proofing all outputs of the software including but not limited to reports, letters, web content, and internal content and statistics upon which COUNTY may rely. Financial responsibility for reliance on the outputs of the LICENSED PRODUCT remains with the COUNTY.

EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, AND EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, ORAL OR WRITTEN, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE.

ARTICLE VI – LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) HOWEVER CAUSED AND ON ANY LEGAL OR EQUITABLE THEORY OF LIABILITY, AND WHETHER OR NOT FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY BREACH OF CONDITION(S) OR FUNDAMENTAL TERM(S) OR FOR A FUNDAMENTAL BREACH (S). IN ANY CASE, LICENSOR'S AND ITS SUPPLIERS' ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT RECEIVED BY LICENSOR FROM LICENSEE FOR THE SOFTWARE MAINTENANCE AND SUPPORT FOR THE THREE MONTHS OF MAINTENANCE AND SUPPORT NEAREST TO AN EVENT TRIGGERING ANY PROPOSED LIABILITY.

THIS LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL SUCH PARTY'S EXPENDITURES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT.



ARTICLE VII - PAYMENT

- 1) In consideration of services specified in this Agreement, the COUNTY agrees to pay VENDOR in accordance with the *VOTEC System Warranty, Maintenance and Support Fees* document.
- 2) Payment for shipping charges originated by VENDOR shall be the responsibility of VENDOR.
- 3) The costs for hardware and non-VENDOR software arising from VENDOR fulfillment of State or Federal mandates shall be paid by the COUNTY.
- 4) The costs for hardware and non-VENDOR software arising from installation of new technology as mutually agreed by COUNTY and VENDOR shall be paid by the COUNTY.
- 5) Payment is due in accordance with the Texas Government Code, Chapter 2251, the Texas Prompt Payment Act.

ARTICLE VIII - TERMINATION

- 1) This Agreement may be terminated by the COUNTY for the COUNTY's convenience by giving 30 days written notice of termination to VENDOR via certified mail or delivery service.
- 2) This Agreement may be terminated by VENDOR if payment is not made when payment is due.

ARTICLE IX - CONTRACT EXTENSION

- 1) The COUNTY shall have the option to extend this Agreement. Modification or extension shall be by formal written amendment and executed by the parties hereto. Extensions for years 2 and 3 are anticipated by COUNTY RFP 2022-123 and the contract written thereto.
- 2) Fees for periods covered by contract extensions shall be governed by the document "*VOTEC System Warranty, Maintenance and Support Fees*" or successors thereto.
- 3) For the duration of this agreement, the fees shall not increase more than 4% (four percent) in any one year for each LICENSED SUB-SYSTEM over the previous year's fees for that LICENSED SUB-SYSTEM.
- 4) Charges for years 1, 2, and 3 are not subject to paragraph 3) just above. Prices for years 1, 2, and 3 are set in VOTEC's proposal and contract in response to COUNTY RFP 2022-123.



VEMACS Maintenance and Support Agreement

ARTICLE X - GENERAL

Performance hereunder shall be construed and regulated in accordance with the laws of the State of Texas.

Notices required by this Agreement shall be in writing and shall be delivered via registered or certified mail or delivery service addressed as follows:

COUNTY:	Contact	VOTEC:	President
	Elections Office		VOTEC Corporation
	Street		10920 Via Frontera, Ste 110
	City, State, Zip		San Diego, CA 92127

This document and referenced attachments constitute the entire Agreement between the parties and shall not be modified, amended, altered or changed except through a written amendment signed by both parties.

Force Majeure: Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.

Severability: The terms and conditions contained herein are severable and should any be adjudged invalid, then only that provision shall fail and the remainder of the terms and conditions shall be of full force and effect. All rights and remedies of the parties hereto, whether evidence hereby or by any other agreement, instrument, or paper, shall be cumulative and may be exercised singularly or concurrently.

In the event either party shall on any occasion fail to perform any term of this Agreement and the other party shall not enforce that term, failure to enforce on that occasion shall not prevent enforcement on any other occasion.

IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement.

Acceptance by LICENSOR:

Acceptance by COUNTY:

VOTEC Corporation

Tarrant County, Texas

Karen Richards
Authorized Signature

Authorized Signature

Karen Richards-President
Name and Title

Name and Title

July 18, 2022
Date

Date

VOTEC -07182022

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.

HEIDER GARCIA
Elections Administrator



TROY HAVARD
Assistant Elections Administrator

TARRANT COUNTY
ELECTIONS ADMINISTRATION

July 14, 2022

Ms. Gwen Peterson
Purchasing Department
100 East Weatherford St
Fort Worth, TX 96196

Dear Ms. Peterson,

This letter is regarding RFP 2022-123, Voter Registration and Election Management System. Having reviewed the bids that your department received and submitted to our department, I am pleased to recommend that the contracts be awarded to: VOTEC Corporation (VEMACS 2.0)



Troy Havard
Assistant Elections Administrator