

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**ADDENDUM TO CLARITY ELECTION SUITE
HOSTING AND SUPPORT AGREEMENT**

THIS ADDENDUM is entered into by and between Fort Bend County, (hereinafter "Customer"), a body corporate and politic under the laws of the State of Texas, and SOE Software Corporation, (hereinafter "Licensor"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain Clarity Election Suite Hosting and Support Agreement, (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Insurance.** Section 14 of the Agreement shall be replaced with the following:

Prior to commencement of the Services, Licensor shall furnish Customer with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to Customer. Licensor shall provide certified copies of insurance endorsements and/or policies if requested by Customer. Licensor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Licensor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- a. Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- b. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- c. Professional Liability insurance with limits not less than \$1,000,000.

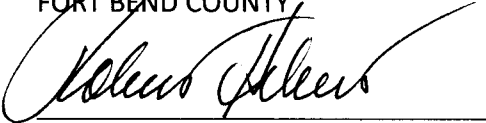
Customer and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Licensor shall contain a waiver of subrogation in favor of Customer and members of Commissioners Court.

If required coverage is written on a claims-made basis, Licensor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

2. **Attorney Fees.** Customer does not agree to pay any and/or all attorney fees incurred by Licensor in any way associated with the Agreement.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY



Robert E. Hebert, County Judge

7-2-2013


Date

ATTEST:



Dianne Wilson, County Clerk

SOE SOFTWARE CORPORATION



Authorized Agent- Signature

MARC J. FRATE

Authorized Agent- Printed Name

CEO

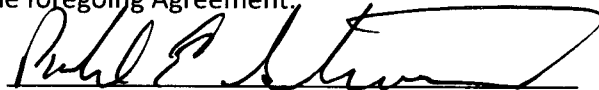
Title

6/24/13

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$23,839.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

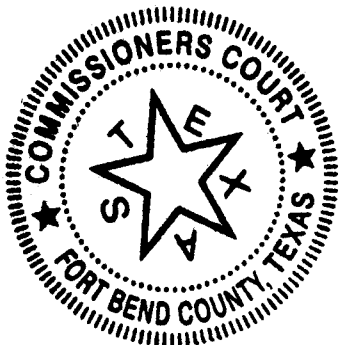
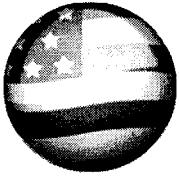


EXHIBIT A



Fort Bend County
Elections Division
4520 Reading Road Suite A – 400
Rosenberg, TX. 77471

May 30, 2013

RE: Clarity Sole Source Letter

This sole source letter details SOE Software's client relationships with many election officials throughout Texas and the U.S. In addition to relationships with many counties including Fort Bend, TX. SOE Software is the sole provider of Clarity Election Night Reporting solution with the Tally, Unity, Sequoia and GEMS platform which are carried by ES&S, HART InterCivic & Dominion.

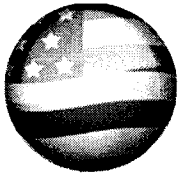
SOE brings a dynamic presentation of information and transparency by combining communication, responsive technology and advance solutions. No other vendor in the United States provides a suite of products that integrate with your web presentation tying in your Election Night Results with the statistical and graphical dynamic display of election results along with Mobile capabilities allowing for information on the go while empowering the elections office to have direct control over everything.

Only SOE Software provides all these solutions through the Tally, Unity, and GEMS tabulation systems and has effectively proven its unique capabilities through sole source procurement in statewide implementations through North Carolina, South Carolina, Arkansas, Oklahoma, Kentucky, Alabama, and in countywide deliveries including El Paso, TX Tarrant, TX Denton, TX Bell, TX Dallas, TX Jefferson, TX Nueces, TX Williamson, TX with more listed below. Each of our Clients has benefited from SOE's experience in the elections space dating back to the beginning of 1997.

Please let us know if you have any further questions.

Best Regards,

Marc J. Fratello, CEO
SOE Software
5426 Bay Center Drive, Suite 525
Tampa, FL 33609
(813) 490-7140

**TEXAS FOCUS**

SOE Software is registered with the Texas Secretary of State to conduct business in Texas (File Number: 801595431). SOE Software is committed to serving Election jurisdictions throughout Texas. Currently 27 Texas counties utilize the Clarity Election Suite. El Paso, Tarrant, Denton, Dallas, Jefferson, Nueces, Hidalgo, Lubbock and all of the 27 Counties have decided to proceed on a sole source basis due to SOE Software's unique products & processes, existing relationship in Texas, and their urgency to have technologies in place.

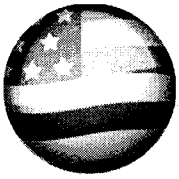
STATUTE 262.024 (SOLE SOURCE JUSTIFICATION)

Many counties have shown sole source justification through Statute 262.024(a)(7):

- "(7) an item can be obtained from only one (1) source, including:
- (A) Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies"

INTEGRATION:

- Election Night Reporting & Mobile presentation solutions integrates seamlessly with the County's existing website.
- Proprietary Data Interchange – SOE's solutions deliver information from proprietary platforms to the web and Smartphone devices. Understanding the database structures of these existing products enhances the delivery and implementation.
- IT Requirements – There are no IT requirements for installation and management for any of the election suite solutions. These solutions are hosted and managed in multiple Tier 1 facilities by SOE Software.
- Scalable Bandwidth - Each solution is hosted in multiple Tier 1 facilities, providing ample bandwidth for each product. SOE Software's robust Elections experience enables them to scale bandwidth based upon the projected needs of the more than 1600 jurisdictions utilizing their solutions across the country.
- Servers/Disaster Recovery/ Infrastructure – All of SOE Software's products have a common administrative process and backbone. This consistency reduces the County's cost of utilizing and training for these products. In addition, each product shares a renowned hosting service and disaster recovery plan.
- Support - Each product is supported by the SOE Software Team of seasoned Election veterans 24/7.

**Example Set of Clarity Customers**

| COUNTY | CLIENT SINCE | PRODUCT(S) Sole Source (SS) |
|---------------|---------------------|---|
| DALLAS, TX | NOV 06/ JUN 12 | Connect / ENR / MOBILE (SS) |
| JEFFERSON, TX | AUG 09 / OCT 11 | Connect/ENR/Training/Support (SS) |
| DENTON, TX | OCTOBER 2012 | Connect / ENR / MOBILE (SS) |
| EL PASO, TX | DECEMBER 2012 | CONNECT / ENR / MOBILE (SS) |
| BELL, TX | NOVEMBER 2012 | ENR (SS) |
| NUECES, TX | MARCH 2012 | ENR/CONTROL (SS) |
| ROCKWALL, TX | SEPT 11 & DEC 11 | CONNECT / ENR / Training / MOBILE (SS) |
| LUBBOCK, TX | SEPTEMBER 2012 | CONNECT/ ENR/ CONTROL / MOBILE (SS) |
| WOOD, TX | NOVEMBER 2011 | CONNECT / ENR / MOBILE (SS) |
| TARRANT, TX | JUNE 08 & AUG 12 | TRACKING/ENR/TRAINING/SUP/CTRL (SS) |
| POTTER, TX | DECEMBER 2011 | ENR (SS) |
| HUNT, TX | DECEMBER 2011 | ENR (SS) |
| BASTROP, TX | APRIL 2012 | CONNECT / ENR (SS) |
| KENDALL, TX | JANUARY 2012 | ENR (SS) |
| WISE, TX | APRIL 2012 | ENR (SS) |
| HIDALGO, TX | JUNE 2012 | ENR / CONTROL (SS) |
| LAMAR, TX | APRIL 2012 | ENR (SS) |
| COMAL, TX | SEPT 2011 | ENR (SS) |
| ROBERTSON, TX | AUG 2012 | ENR (SS) |
| RUSK, TX | JULY 2012 | ENR (SS) |



| | | |
|---------------|----------------|-----------------------|
| BRAZORIA, TX | MARCH 2012 | ePOLLBOOK (SS) |
| MONTAGUE, TX | FEBRUARY 2013 | ENR (SS) |
| BRAZOS, TX | JUNE 2012 | ePOLLBOOK (SS) |
| GUADALUPE, TX | SEPTEMBER 2012 | ENR (SS) |

LOCAL REFERENCES

DALLAS, TX (1.4M registered voters) – As recently as May 22, 2012 the Dallas County Commissioners Court amended Dallas' existing agreement with SOE Software to activate additional modules. Dallas County decided to proceed on a sole source basis due to SOE Software's unique products, existing relationship and their urgency to have technologies in place for approaching Elections.

The County referenced SOE Software's unique experience integrating with the County's Voter Registration system and other SOE Software modules currently in place.

Contacts:

Toni Pippins-Poole, Elections Administrator, (214) 819-6335, tpippins@dallascounty.org

HIDALGO, TX (297,000 registered voters) – In 2012 Yvonne Ramon, Hidalgo County Election Administrator, purchased multiple modules of the Clarity Election Suite. In each purchase she leveraged SOE Software's unique experience to purchase via a sole source.

Contacts:

Yvonne Ramon, Election Administrator, (956) 318-2570, yvonne.ramon@co.hidalgo.tx.us

NUECES, TX (190,000 registered voters) – In 2012 Diana Barrera, Nueces County Clerk, purchased multiple modules of the Clarity Election Suite. In each purchase she leveraged SOE Software's unique experience to purchase via a sole source.

Contacts:

Diana Barrera, County Clerk, (361) 888-0770, diana.barrera@co.nueces.tx.us

Rockwall, TX – In 2011 and 2012 Glenda Denton, Rockwall County Election Administrator, purchased multiple modules of the Clarity Election Suite ranging from Training, Connect, ENR and Mobile. In each purchase Glenda utilized HAVA funds and leveraged SOE Software's unique experience to purchase via a sole source.

Contacts:

Glenda Denton, Elections Administrator, (972) 204-6201, gdenton@rockwallcountytexas.com

CLARITY ELECTION SUITE HOSTING AND SUPPORT AGREEMENT

This Clarity Election Suite Hosting Agreement ("Agreement") is made and entered by and between the **Fort Bend County Elections Administrator with offices located at 4520 Reading Road, Suite A – 400 Rosenberg, TX 77469** (hereinafter "Customer") and **SOE Software Corporation**, a Florida corporation, having its principal place of business located at 5426 Bay Center Drive, Ste. 525, Tampa, Florida, 33609 (hereinafter "Licensor").

WHEREAS, Licensor grants Customer a nonexclusive license to use its Web Based Graphical representation of the election night results known as Clarity Election Night Reporting (ENR) (hereinafter the "Software") and the associated documentation.

WHEREAS, Customer's use of the Software will be restricted to our hosted computer environment.

WHEREAS, Licensor will provide and maintain the hosted computer environment for Customer's use of the Software (the "Service").

WHEREAS, in addition to the maintenance and support services that are included in certain fees paid by Customer to Licensor, Customer may opt to acquire additional maintenance services for the Software and documentation in accordance with the terms and on the conditions set forth in this Agreement.

WHEREAS, Customer desires to receive a license for the Software and engage Licensor to provide the Service.

NOW, THEREFORE, in consideration of the covenants, representations and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties, by their authorized signatures below, hereby agree as follows:

1. Definitions

- 1.1. The term "Agreement" shall mean this Agreement and all Exhibits, Schedules and Attachments attached hereto now or in the future.
- 1.2. The term "Customer Data" shall mean the content and characteristics within the service that are modified through the use of the Service features by the authorized Account users of the Service.
- 1.3. The term "Documentation" shall mean all documentation and/or other materials (including manuals, instructions, training materials, specifications, flow charts, logic diagrams, and other support materials) relating to the use, operation and functionality of the Service.
- 1.4. The term "Effective Date" shall be shown at the end of this Agreement and is the date when the parties intend the Service to commence.
- 1.5. The term "Service" shall have the meaning set forth in the Recitals above, and further described in Section 2. When the term "Service" is used alone herein, it shall also be deemed to include the term "Hosting Services" as that term is further described in Section 2.
- 1.6. The term "Service Level Agreement" shall mean Exhibit D, which sets forth the service levels at which identified portions of the Service are to be provided by Licensor and sets forth certain remedies for Customer in the event that Licensor does not attain such service levels.
- 1.7. The term "Term" shall mean the period of time this Agreement is in effect (absent any earlier termination as provided herein) and is a period of three (3) year commencing on the Effective Date subject to extension as provided herein.

2. Services

- 2.1. Services Scope - Licensor agrees to provide to Customer services for hosting the Software and for hosting other software required for the operation of the Software (the "Clarity Election Suite software,"). Licensor will permit Customer to, on a 24 x 7 basis, remotely access and use the Software referred to as the "Hosting Services". Licensor's performance of the Service shall be pursuant to the terms and conditions set forth herein and also must conform to Customer's standard technical support requirements set forth in Sec. 2.2 hereto. Customer will be given an account allowing it to access the Licensor site. Licensor shall serve as the single point of contact for all Service and Hosting Services issues and shall be solely responsible for coordinating and ensuring the resolution of any problems involving the Service and Hosting Services in a prompt and timely fashion.
- 2.2. Technical Support - As part of the Hosting Services, Licensor will provide the support set forth in Exhibit B, the Hosting Environment Agreement, attached to and incorporated in this Agreement by reference, and understands and agrees that Customer will be entitled to the remedies stated therein.

3. Grant of License

- 3.1 Licensor grants Customer and its operating divisions a non-exclusive, perpetual license to use the Hosted Software in machine readable form as long as Customer maintains its status in good standing as a Customer of Licensor's Annual Software Assurance and Support Agreement and has purchased all requisite licensing fees. Licensor also grants Customer a non-exclusive perpetual license to use the Documentation.
- 3.2 Software upgrades are full version releases (e.g. version 4.x to version 5.0) and are included as part of the Annual Software Assurance and Support Agreement provided by Licensor to Customer.
- 3.3 Software updates (e.g. version 4.1 to version 4.2), including bug fix builds, are included as part of the Service provided by Licensor to Customer provided that Customer is current on all monies due to Licensor.

4. Obligations

- 4.1. Implementation - As a condition to Licensor's obligation to provide the Hosting Services, both parties shall be responsible for fulfillment of all of their obligations under the Agreement and completion of the project implementation plan. The project implementation plan will be jointly developed by Licensor and Customer subsequent to execution of this Agreement by both parties and payment of fee(s) as outlined in Exhibit A.
- 4.2. Technical Environment - Licensor will provide the services and other products, as set forth on Exhibit B, (or similar services and products that provide a similar level of service), and will also provide any and all equipment, to provide the Hosting Services (the "Hosting Environment") pursuant to Exhibit B. Licensor shall be responsible for the costs associated with obtaining and maintaining the Hosting Environment, unless otherwise indicated on Exhibit A. Licensor also shall pay the costs of the services or other products necessary to permit Customer to transmit data to and receive data from the Hosting Environment; however Customer is responsible for the costs of its own communication lines. Licensor shall maintain and insure the server and shall indemnify Customer for any damage, loss or injury to the equipment (other than normal wear and tear).
- 4.3. Data Transmission - Should Customer require a special data transmission format to the Software, such as SSL, the format and any additional costs and implementation timeline effects will be agreed upon, in writing, between Licensor and Customer.
- 4.4. Coordination - Each party shall designate a contact to coordinate day-to-day communication with the other party.

5. Term, Termination, and Transition Assistance

- 5.1. The initial term of this Agreement will be for three (3) year on the Effective Date (the "Initial Term").
- 5.2. Renewal Term - Customer may exercise its option to renew this Agreement, for three (3) additional twelve (12) month terms beyond the Initial Term (the "Renewal Term"), at any time prior to the end of the Initial Term by giving notice thereof in writing to the Licensor. In the absence of notification, the Customer will be deemed not to have agreed to the renewal of this Agreement.
- 5.3. Termination for Material Breach - A party may terminate this Agreement if the other party commits a material breach or default (including nonpayment of fees) and fails to remedy such breach or default within thirty (30) days after receiving written notice of the same from the other party. In the event of termination due solely to a breach or default by Customer, no refunds or credits will be due to Customer. In the event of termination due to a breach or default by Licensor, Customer will receive a refund of the fees for the remaining Annual Assurance Plan Payment.
- 5.4. Effect of Termination or Expiration - Upon the termination or expiration of this Agreement, all payment obligations of one party to the other under this Agreement incurred through the date of termination or expiration will immediately become due. Upon notification by Customer, and at Customer's sole discretion, Licensor shall either return all Customer's Data within thirty (30) days of the date of termination or expiration, or shall commence implementation of the Transition Plan.
- 5.5. Termination of Agreement Upon Bankruptcy - Either party may terminate this Agreement upon written notice to the other party if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.
- 5.6. Termination of Agreement Upon Service Level Failures - Customer may terminate this Agreement upon thirty (30) days' written notice to Licensor upon the failure of Licensor to provide technical and customer support constituting a material breach of this Agreement in accordance with the service levels outlined in the Service Level Agreement (Exhibit "D"). In the event of termination of this Agreement due to a material breach of this Agreement pursuant to this Section 5.3, Customer will receive a refund of the fees for the remaining Annual Assurance Plan Payment.
- 5.7. Transition Services - The parties acknowledge that, prior to the termination or expiration of this Agreement, Customer may engage a successor vendor to perform such services or bring such services in-house. From the time that Customer notifies Licensor to whom Customer plans to migrate the services, Licensor agrees to cooperate with Customer (and, if applicable, the successor vendor) to effect an orderly and efficient transition. Within sixty (60) calendar days after termination or expiration of this Agreement by either party, Customer shall pay Licensor all undisputed amounts due and owing as of the termination of the Agreement, and, except to the extent reasonably necessary for the transition services described in this Section 5.7, shall immediately cease any and all use of the Service and materials or services provided by Licensor pursuant to this Agreement. At such time as Customer reasonably determines necessary to effect the transition, Licensor shall provide in electronic format a copy of all Customer, data without limitation, residing on Licensor's systems that is necessary for an effective transition. Cooperation by Licensor may include, without limitation, continuing to host Customer images, making qualified service personnel available for questions and consultations, transferring contact numbers or URL addresses, and providing any required technical assistance and cooperation to Customer as Customer may from time to time reasonably request. Such transition period will not extend past six (6) months from the termination or expiration of this Agreement, unless otherwise negotiated. Customer and Licensor agree to act in good faith in complying with these obligations. Customer will pay the reasonable expenses of Licensor in providing services during the transition period. Licensor shall bill Customer for transition expenses on a monthly basis, and shall submit complete, fully documented and accurate itemized monthly invoices, which shall include dates of service, a brief description of the services provided, and respective time (in hours) charged per date for services. Licensor shall bill customer the standard rate of \$150 per hour for services rendered. Within thirty (30) days after the transition period ends, upon written request, each party shall deliver to the other party all copies of the Confidential Information of the other party in every form that such party

continues to hold. Upon a party's written request, the other party shall certify, in writing, to the requesting party that the other party has performed the foregoing delivery or destruction.

6. Fees Price - Payment

- 6.1. Fees - Customer shall pay the fees as set forth in Exhibit A.
- 6.2. Service Fees - Customer shall pay to Licensor the fees set forth in Exhibit A, to the extent applicable. All fees shall remain the same during the original Term and the initial 12-month extension, if Customer opts for such extension. If Customer and Licensor agree in writing to further extend the Term, such writing shall set forth the fees that shall be applicable during the extension of the Term.
- 6.3. Payment Terms - Licensor shall submit invoices to Customer on an annual basis. Payment on undisputed amounts shall be due within thirty (30) days after Customer's receipt of Licensor's invoice. Customer shall pay interest in accordance with Chapter 2251 of the Texas Government Code on any overdue invoices. Customer shall have no obligation to pay amounts not invoiced within ninety (90) days of the final date the services being invoiced were delivered, unless the vendor had notified customer in writing within such ninety (90) day period, that the invoices will be delayed and has indicated in writing when the invoice will be delivered to customer.

Licensor understands and agrees that a temporary delay in making payments to Licensor because of or due to Customer's accounting and disbursement procedures shall not place Customer in default of this Agreement and shall not render Customer liable for interest or penalties, provided such delay shall not exceed 30 days after the due date.

- 6.4. Taxes - Fort Bend County is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to Local Government Code 151.309, and shall therefore not be liable or responsible to Licensor for the payment of such taxes under this Agreement.

7. Licensor Representations and Warranties.

In addition to the representations and warranties in the Agreement:

- 7.1. General Licensor Warranties - Licensor warrants that (a) the Service provided hereunder and the underlying technology used by Licensor in performing the Service is owned free and clear of any encumbrances or is in the public domain; (b) Licensor has full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; (c) there are no outstanding assignments, grants, licenses, encumbrances, obligations or agreements (whether written, oral or implied) that are inconsistent with this Agreement; (d) Licensor's compliance with the terms and conditions of this Agreement shall not violate any federal, state or local laws, regulations or ordinances nor shall it violate any third party agreements; (e) there is no claim, litigation or proceeding pending or threatened against Licensor with respect to the Service or its underlying technology or any component thereof alleging infringement or misappropriation of any patent, trademark, copyright or any trade secret or other proprietary right of any person; and (f) the Service does not infringe or misappropriate in any respect upon any patent, trademark, copyright or any trade secret or other proprietary right of any person or entity.
- 7.2. Authority and Performance - Licensor represents and warrants that it has the legal right and authority to enter into this Agreement and perform its obligations hereunder, and the performance of its obligations hereunder will not cause a breach of any agreements between Licensor and any third parties, including all vendors critical to its performance obligations hereunder.
- 7.3. Service Level Commitment - Licensor warrants that it will perform its services in accordance with Licensor's service level commitment as set forth in Exhibit D. Customer's sole and exclusive remedy for Licensor's failure to meet the service level commitment is the remedy set forth in Exhibit D.
- 7.4. NO OTHER WARRANTY - EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT THE HOSTING SERVICES ARE PROVIDED AS IS AND LICENSOR DISCLAIMS ALL OTHER

WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY THAT THE HOSTING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

- 7.5. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOT WAIVING ANY APPLICABLE LOCAL, STATE, AND FEDERAL RULES AND LAWS, INCLUDING CLIENT'S SOVEREIGN IMMUNITY AND ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION, LICENSOR AND ITS THIRD PARTY VENDORS SHALL NOT BE RESPONSIBLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES) WHICH CUSTOMER MAY INCUR OR EXPERIENCE ARISING FROM THE SOFTWARE OR ON ACCOUNT OF ENTERING INTO OR RELYING ON THIS AGREEMENT, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Customer Representations and Warranties.

In addition to the representations and warranties in the Agreement:

- 8.1. **Authority and Performance.** Customer represents and warrants that it has the legal right and authority to enter into this Agreement and perform its obligations hereunder, and the performance of its obligations hereunder will not cause a breach of any agreements between Customer and any third parties.

9. Intellectual Property

- 9.1. **Customer Data** - Customer will own all Customer Data. Licensor will not sell, license or in any way distribute the Customer Data to any person or entity, and shall not permit the Customer Data to be used in any way (including any aggregation or summarized results of Customer Data) by any person or entity other than Customer without Customer's express written permission.
- 9.2. **Aggregated Data** - Notwithstanding the preceding section 9.1, Licensor may include in its benchmark/comparison studies performance data about the Services provided hereunder such as total number of users, overall customer count, average amount of disk usage, etc., so long as such performance data is aggregated with the performance data of Licensor's other customers so that Customer's information cannot be separately identified.
- 9.3. **Licensor Technology** - The Service and any technology, computer programs or computer codes developed, created or produced by or on behalf of Licensor existing as of the Effective Date of this Agreement, and any Licensor documentation relating thereto, are, as between Licensor and Customer, the sole property of Licensor. To the extent that, during the term of this Agreement, Customer pays in whole or in part for, or provides development personnel to work on, technical or functional developments related to the Service, Licensor agrees to incorporate such developments into the Service provided for Customer. Licensor shall have full right, title and interest in the developments and may incorporate the developments into the services made available to Licensor's other customers.
- 9.4. **No Rights in Other Party's Intellectual Property** - Neither party will have any rights in or with respect to the other party's property described in the preceding Section 9.1 and 9.2, except as expressly set forth in this Agreement and the exhibits hereto.

10. Indemnification

- 10.1. Licensor shall forever waive, release, indemnify, defend, and hold harmless Customer, its respective employees, directors, shareholders and agents, from and against any expense, cost, damage, loss, fine, penalty, cause of action, suit, demand, liability or judgment (including, without limitation, legal and related legal fees and expenses) arising out of or on account of or resulting from (1) any actual or alleged intentional or negligent act or omission of, or default in the performance of its obligations

pursuant to this Agreement by Licensor, its assigns, or its subcontractors, officers, directors, employees, agents or representatives (referred to collectively as "Licensor"), (2) Licensor's actual or alleged infringement of a patent, copyright, trade secret or other proprietary right of any third party and/or (3) Any terms or conditions or provisions or underlying provisions of this Agreement, including but not limited to any premises defect or special defect known or unknown to Customer, and any injury to individuals present during Licensor's involvement under the terms and conditions of the services and Agreement, including willful acts such as assault.

10.2 Licensor's indemnification obligation under 10.1 (2) above is subject to: (i) Customer providing Licensor with prompt written notice of any Claim, (ii) Licensor having sole control of the defense and all negotiations for settlement or compromise thereof (provided, however, that any settlement or compromise that imposes any current or future obligation on Customer or directly or indirectly, explicitly or implicitly, acknowledges guilt or responsibility of Customer shall require the advance review and approval of Customer, which approval may be withheld in Customer's sole discretion) and (iii) Customer reasonably cooperating, at Licensor's expense, in the defense of such Claim. Failure to provide prompt written notice shall not abrogate or diminish Licensor's obligations under this Section if Licensor has or receives knowledge of the existence of such Claim by any other means or if such failure does not materially prejudice Licensor's ability to defend the same. Licensor agrees to pay all settlements entered into by Licensor, judgments finally awarded against Customer, and all attorneys' fees and expenses for counsel hired by Licensor. Customer may elect to participate in any such action with counsel of its own choice and at its own expense. In the event Customer is precluded by a court of competent jurisdiction from using the Service as a result of Licensor's infringement of any such patent, copyright, trade secret or other proprietary right of such third party, Licensor shall do one of the following (the election of which option to pursue being in Licensor's reasonable discretion):

- a. obtain the right for Customer to use the Service; or
- b. replace or modify the Service so that it no longer infringes but maintains substantially the same functionality and performance; or
- c. if neither of the foregoing is, in Licensor's reasonable opinion, commercially reasonable: terminate this Agreement with respect to the Service and promptly reimburse to Customer all amounts of unused prepaid fees paid by Customer and provide to Customer transition services as described in Section 5.8.

10.3 Approval of Licensor's services by Customer shall not constitute nor be deemed a release of the responsibility and liability of Licensor, its subcontractors, employees, officers, agents, invitees, licensees, or assigns for the accuracy and competency of their services; nor shall such approval and acceptance be deemed an assumption of such responsibility by the County for any defect, error or omission in the services performed by Licensor, its subcontractors, employees, officers, agents, invitees, licensees, or assigns. In this regard, Licensor shall defend, hold harmless and indemnify Customer for damages resulting from such defects, errors or omissions.

10.4 These provisions shall survive termination, expiration or cancellation of this Agreement or any determination that this Agreement or any portion thereof is void, voidable, invalid or unenforceable.

11. Limitation of Liability

LICENSOR'S AND ITS THIRD PARTY VENDORS' AGGREGATE LIABILITY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE LICENSE FEE PAID BY CUSTOMER TO LICENSOR FOR USE OF THE SERVICE.

12. Sovereign Immunity. This Agreement is expressly made subject to Customer County's Sovereign Immunity, Title 5 of the Texas Civil Practice and Remedies Code, and all applicable state and federal law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the Client has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

13. Fiscal Funding. Notwithstanding any provisions contained herein, the obligations of Customer under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement and any extensions thereto. Licensor shall have no right of action against Customer in the event Customer is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event Customer is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, Customer, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to Licensor at the earliest possible time prior to the end of its fiscal year. Upon Customer's termination for lack of sufficient funding, each party shall return all products, documentation, and other information disclosed or otherwise delivered to the other party prior to such termination. Customer shall pay Licensor for all services performed up through and including the date of termination, and all revocable licenses granted hereunder shall terminate.

14. Insurance

14.1. Throughout the entire Term of this Agreement Licensor shall keep in full force and effect, policies of insurance meeting or exceeding the following specifications:

- a) Commercial General Liability insurance, with coverage including premises/operations, contractual (including without limitation coverage for all indemnities herein), personal and advertising injury, and products/completed operations, with aggregate coverage limits of not less than one million dollars (\$1,000,000).
- b) Workers' Compensation insurance, as required by law, and Employer's Liability insurance with limits of liability of not less than one hundred thousand dollars (\$100,000) per accident or disease and five hundred thousand dollars (\$500,000) aggregate by disease.
- c) Professional Liability Policy in the amount of five hundred thousand dollars (\$500,000).

Such insurance shall be purchased from companies having a rating of A-VII or better in the current Best's Insurance Reports published by A. M. Best Company. Policies of insurance shall provide that they will not be canceled or materially changed without at least thirty (30) days' prior written notice to Customer.

14.2 Before commencing work, Licensor shall provide the Fort Bend County Director of Purchasing, within ten (10) days of execution of this Agreement, with certificates of insurance reflecting the coverage required herein. Each policy furnished shall include, by endorsement to the policy, a statement that a notice shall be given to Fort Bend County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

15. Other Provisions

15.1 **Notice** - All notices, consents and other communications under or regarding this Agreement shall be in writing and shall be deemed to have been received on the earlier of the date of actual receipt, the third business day after being mailed by first class, certified mail return receipt requested, or the first business day after being sent by a reputable overnight delivery service. Customer's address for notices is the **Election Administrator's Office located at 4520 Reading Road, Suite A – 400 Rosenberg, TX 77469**. Licensor's address for notices is the address shown at the beginning of this Agreement. Either party may change its address for notices by giving written notice of the new address to the other party in accordance with this Section 15.1.

15.2 **Benefit of Successors and Assignees** - This Agreement and all of the terms and conditions hereof shall be binding upon and inure to the benefit of Licensor and Customer and their respective successors, transferees, or assignees. Any terms of this Agreement containing a reference to Customer, Licensor, or a party hereto shall apply with equal effect to any such successor, assignee, or transferee of the party in question.

- 15.3 Assignment - Neither this Agreement nor any rights or obligations herein may be assigned by either party, by operation of law or otherwise, without the written consent of the other party; provided, however, that, without the consent of the Customer, Licensor may assign this Agreement in connection with a merger, consolidation, assignment, sale or other disposition of the majority of Licensor's stock or substantially all of the assets or business relating to the portion of Licensor's operations that is the subject of this Agreement.
- 15.4 Relationship - Licensor is an independent contractor and not an agent, servant, joint-venturer, fiduciary or employee of Customer, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its personnel or employees. Nothing in this Agreement makes Licensor a sole supplier to Customer, grants any exclusive rights to Licensor, or prohibits Customer from obtaining similar or related services from other parties.
- 15.5 Severability - A determination that any provision of this Agreement is invalid or unenforceable shall not affect the other provisions of this Agreement.
- 15.6 Headings Gender, Number and Language of Inclusion - Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement. Unless the context clearly requires otherwise, the singular includes the plural and vice versa, and the masculine, feminine and neuter adjectives include one another. As used in this Agreement, the word "including" shall mean "including, but not limited to".
- 15.7 Governing Law & Venue - This Agreement shall be governed by and construed under the laws of the **State of Texas** without regard to the conflicts of law provisions thereof. Venue is specifically set by agreement of the parties in **Fort Bend County, Texas**.
- 15.8 Publicity - Licensor may not use Customer's trade names, trademarks, logos, service marks, or other proprietary marks in any manner, including but not limited to advertising, publicity, user lists, or guest lists or websites, unless Licensor has received prior consent from an authorized representative of Customer to do so, which consent may not be unreasonably withheld by Customer.
- 15.9 Data Privacy - Licensor may use Customer's contact information, including names, phone numbers, and e-mail addresses only in connection with the performance of its obligations hereunder.
- 15.10 Remedies - The rights and remedies of Customer set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or equity. Notwithstanding anything to the contrary in this Agreement, in the event of an alleged breach of this Agreement by Customer, Licensor shall not use any type of electronic means to prevent or interfere with Customer's use of the Software without first obtaining a valid court order authorizing the use of such electronic means.
- 15.11 Entire Understanding - This Agreement and its Schedules and amendments constitute the entire agreement between the parties for the Software licensed hereunder, and will become binding when signed by both parties. There are no understandings, agreements or representations not specified herein with respect to Software licensed hereunder. This Agreement may not be modified, except by a written amendment signed by duly authorized representatives of both parties.
- 15.12 Force Majeure - Any delay or failure of performance of either party to this Agreement shall not constitute a breach of the Agreement or give rise to any claims for damages, if and to the extent that such delay or failure is caused by an occurrence beyond the reasonable control of the party affected, including acts of governmental authorities, acts of God, material shortages, wars, riots, rebellions, sabotage, fire, explosions, accidents, floods, or strikes or lockouts of third parties. In the event one of the parties intends to invoke this provision, that party shall (i) promptly notify the other party of the cause beyond its reasonable control, the expected duration thereof, and the anticipated effect of such cause on its ability to perform its obligations under this Agreement, and (ii) shall make reasonable efforts to mitigate any such effects.
- 15.13 Costs of Litigation - If a dispute should arise relating to the rights and obligations of the parties under this Agreement, and should that dispute result in litigation, the prevailing party shall be entitled to recover all

reasonable costs incurred in the defense or prosecution of the claim, including, without limitation, court costs and reasonable attorneys' fees.

15.14 **No Waiver** - Except as expressly set forth in this Agreement, the failure of either party at any time to require performance of any provision of this Agreement or to exercise any right provided for herein shall not be deemed a waiver of such provision or right unless made in writing and executed by the party waiving such performance or right. No waiver by either party of any breach of any provision of this Agreement or of any right provided for herein shall be construed as a waiver of any continuing or succeeding breach of such provision or right or a waiver of the provision or right itself.

15.15 **Survival** - All representations, warranties, indemnities and obligations of confidentiality expressly set forth herein shall survive the termination of this Agreement.

15.16 **Confidentiality** - SOE shall not disclose privileged or confidential communications or information acquired in the course of the performance of services under this Agreement, unless authorized in writing by Customer or as may be required by law. This provision does not apply to information that 1) has otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as a result of disclosure in breach hereof, 2) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party that the receiving party believes is not prohibited from disclosing such information to the receiving party by obligation to the disclosing party, 3) is known by the receiving party prior to its receipt from the disclosing party without any obligation of confidentiality with respect hereto, or 4) is developed by the receiving party independently of any disclosures made by the disclosing party to the receiving party of such information.

16. Effective Date

The Effective Date, when the parties intend for the Service to commence, is the date signed by Customer below.

17. Schedules

The following Exhibits are attached hereto and deemed part of this Agreement:

- Exhibit A Fees
- Exhibit B Hosted Environment – Annual Software Assurance and Support
- Exhibit C Technical Support Attachment
- Exhibit D Service Level Agreement

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by authorized personnel who, on the date of such signing, have the necessary and appropriate corporate authority to bind his or her respective organization hereunder.

Licensor:

Customer:

By: 

By: _____

Name: **Marc J. Fratello**

Name: _____

Title: **CEO**

Title: _____

Date: **6/24/13**

Date: _____

EXHIBIT A

FEES

PRICING OVERVIEW

The following outlines our pricing model for SOE Software's Election Night Reporting (Clarity ENR) suite.

Service Fee – Service & Implementation is included in the pricing listed below. The assurance plan provides Fort Bend County with application hosting, customer support, maintenance, upgrades and the evolution of the products at no additional charge. The SOE team completes all of the upgrades for you eliminating an Information Technology burden on the county.

| Cost Breakdown | |
|---|------------------|
| Clarity Election Night Report with Mobile----- | \$ 72,624 |
| Fort Bend Special Discount if purchased by Aug. 1, 2013 | (\$ 24,397) |
| Clarity ENR Year 2-3 Assurance----- | <u>\$ 23,290</u> |
| Total 3 Year Cost: | \$ 71,517 |
| Payment Breakdown: | |
| Yearly Subscription (2013-2015) | \$ 23,839 |
| * Ongoing Annual Assurance: \$11,645 | |

Payment Terms

**1st year payment will be due within thirty (30) days of the execution of this agreement.

Extra Hardware

Fort Bend County will need no additional hardware or server space as the Clarity Solutions are delivered as a hosted and robust tool set. Services will be maintained, implemented and hosted by SOE Software.

EXHIBIT B
HOSTED ENVIRONMENT
ANNUAL SOFTWARE ASSURANCE AND SUPPORT

1. Software Assurance Services - Operations

The software assurance services (the "Assurance") provided by Licensor to the Customer hereunder are in consideration of the annual charge described in Exhibit A, unless otherwise specified herein. The Assurance shall consist of:

- 1.1 All day to day operations of hosted products will be managed by Licensor staff or its agents, including required operating system and system utility administrative tasks and system back up and recovery. This includes management of system logs, coordination and installation of operating system patches and upgrades and system tuning.
- 1.2 Licensor will act as the database administrator for the application. Licensor will perform data back-up and recovery activities, manage and control database access, monitor and tune database performance and implement any required database patches and/or upgrades. Daily incremental backups will be performed Monday through Friday, after standard business hours. Full database back-ups will be performed weekly, after standard business hours. Database patches and/or upgrades are implemented as required, after standard business hours.
- 1.3 All maintenance will be performed done by Licensor staff or their agents.
- 1.4 Use of Licensor's reasonable commercial efforts to correct errors in the licensed Software. Errors are defined as the failure of the Software to operate in substantial conformity to the applicable documentation provided by Licensor to Customer for such Software.
- 1.5 Licensor will manage and maintain other items necessary to Hosting Services, including Software, internal network, firewall, routers, servers and data transmission equipment (including Licensor's virtual private network (VPN)).

2. Support

- 2.1 Operations and Technical Support will be available Monday – Friday, 8:30 AM – 8 PM, Eastern Time ("Business Hours").
- 2.2 Access to after-hour support (8:00 PM to 8:30 AM PT Monday – Friday, plus Saturday – Sunday), will be available through our after-hours support team.
- 2.3 Response by Operations / Technical Support personnel will be within 4 hours, during Business Hours.
- 2.4 Operation / Technical Support will cover data transfer and database / application availability issues.
- 2.5 Operation and Technical Support will not cover end-use or analytical issues or questions.

3. Bandwidth

- 3.1 Licensor will provide equipment and related software to send and receive data at approximately a 100 Mbps (Megabits) per second rate. However, Licensor cannot guarantee Internet latency and over-all Internet performance.

4. Redundancy

- 4.1 Primary Production Facility – Licensor will provide and maintain a fault-tolerant state-of-the-art hosting facility, including redundant power and communications.
- 4.2 Licensor will also provide an out-of-state failover hosting facility, in case of massive failure of all redundant systems, with similar capabilities as the main data center.

5. Security

- 5.1 Licensor will perform user ID and password management and dissemination. Access to Hosting Systems, Software and Ancillary Software will be coordinated with the Customer.
- 5.2 Licensor and Customer may agree to set-up and use a mutually agreed upon data encryption mechanism to transfer data between the Licensor's and Customer's sites within thirty (30) days from the execution of this Schedule.

6. Additional Services

Customer may request Licensor to perform services of a different nature than, or beyond the scope of, those described above ("Additional Services"). In the event such a request, Licensor shall provide Customer with its rates for such services in advance of such performance. Licensor's rates for Additional Services shall not exceed its customary rates for such services. Licensor may provide Additional Services upon the execution of a written amendment to the Agreement.. Examples of such Additional Services are:

- 6.1 Retrieval of data lost by hardware malfunction or operator error.
- 6.2 Operational support beyond the allocated four hours per incident.
- 6.3 Designing, programming, or testing of "customer specific" customization or requested enhancements.
- 6.4 Changes required to Customer's unique modifications to interface with updates to the standard version of the Software.
- 6.5 Additional training and instruction (other than what is provided with normal implementation).

Licensor shall bill County for any Additional Services performed on a monthly basis. Licensor agrees to submit complete, fully documented and accurate itemized monthly invoices, which shall include dates of service, a brief description of the services provided, and respective time (in hours) charged per date for services.

EXHIBIT C
TECHNICAL SUPPORT ATTACHMENT

TECHNICAL SUPPORT RESPONSE AND RESOLUTION LEVELS SHALL BE AS FOLLOWS:

| Severity Classification | Description | Response Time* | Resolution Time Standard** |
|--------------------------------|---|--|--|
| 1 - Critical | <ul style="list-style-type: none"> • Business critical function is down • Major impact to Customer's business • No workarounds exist | As soon as possible, using reasonable commercial efforts, but no more than 20 minutes. | 24 hours [^] |
| 2 - Major | <ul style="list-style-type: none"> • Business critical function is impaired or degraded • There are time-sensitive issues that impact ongoing production • Workaround exists, but it is only temporary | 4 hours | 2 days [^] |
| 3 - Minor | <ul style="list-style-type: none"> • Non-critical function down or impaired • Does not have significant current production impact • Performance is degraded | 1 business day | 4 weeks [^] |
| 4 - Low | <ul style="list-style-type: none"> • Non-critical, function down or impaired • No business impact • Generic Service Enhancements | 1 business day | Mutually agreed timeframe based on prioritization. |

* Response Time is the elapsed time between Customer's first report of a problem and when the Vendor assigns a ticket number for the problem.

** Resolution Time is the elapsed time between Customer's first report of the problem and the problem in the Software has been resolved.

[^] Level 1 – 3 issues may require resolution times that exceed these Response Time Standards. If fixes to level 1 – 3 issues are not resolvable within the timeframes listed above, Licensor will immediately notify Customer of the anticipated time to resolve the issue.

In the event that the issue is classified as a level 1 or level 2, Licensor will immediately assign a senior Product Developer to work exclusively on the issue. Additionally, the COO will be notified and the issue resolution will be given top priority. If the fix will require more than one business week to implement, Licensor and Customer will mutually agree on a resolution timetable and Licensor will provide updates at agreed upon intervals via email and/or telephone calls. Interim workarounds, if any, will also be communicated during the initial meeting and any subsequent communications should a workaround become available after the initial meeting.

Failure to meet the mutually agreed upon maintenance response timetable in the preceding paragraphs using reasonable commercial efforts will result, at the Customer's option, in triggering the Dispute Resolution provisions outlined in section 13.

EXHIBIT D
SERVICE LEVEL AGREEMENT

1. Licensor may schedule no more than 5 hours per week for routine maintenance, back-ups and data loads. Licensor may or may not choose to use this time for maintenance, back-ups and data loads, but downtime in this period will not count against Licensor's service availability commitment. For major new releases Licensor may from time to time require longer planned maintenance window. In the case of longer planned maintenance due to major releases, Customer shall be notified twenty-four (24) hours in advance of any scheduled down-time. Release builds and routine maintenance will typically be performed on weekends between 7:00 a.m. Eastern Time Saturday morning and Sunday 12:00 p.m. Eastern Time. Occasionally, bug fix builds will need to be performed during the business week. If a bug fix build is required to be performed during the business week, it will take place after 9:00 p.m. Eastern Time.
2. The Hosting Services shall be deemed "unavailable" if Customer is unable for all practical business purposes to transmit data to or receive data from the Hosting Environment, provided that the inability to transmit and receive data is not due to problems with non-Hosting Environment equipment, services, communication lines, or other products.
3. Failure to meet Availability service levels will result in penalties and will not be considered a breach of this Agreement. Penalties will be calculated according to the following matrix if Licensor falls below minimum service levels detailed below. All percentages exclude planned maintenance.

| Availability | |
|---|---|
| Guaranteed System Availability Percentage | 97% of Total Hours Per Month (excluding planned maintenance referenced in 1.1 above) |
| Credit to Customer's Account | 3% of monthly fee for each 1% of the time period that the Services are down beyond committed levels |
| Penalty Cap | Maximum = Monthly fee |



SOESO-1

OP ID: B8

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/12/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--------------|--|-----------------------------|
| PRODUCER Brown & Brown of Florida, Inc. P. O. Box 173086 Tampa, FL 33672 Peter Lagos | 813-226-1300 | CONTACT NAME: Mary Jane Gwyn | |
| | 813-226-1313 | PHONE (A/C, No., Ext): 813-226-1307 | FAX (A/C, No): 813-226-1313 |
| | | E-MAIL ADDRESS: mgwyn@bbtampa.com | |
| INSURER(S) AFFORDING COVERAGE | | | NAIC # |
| INSURER A: Underwriter at Lloyds London | | | 15792 |
| INSURED SOE Software Corporation SCYTL USA, LLC 5426 Bay Center Dr Ste 525 Tampa, FL 33609 | | | |
| INSURER B: | | | |
| INSURER C: | | | |
| INSURER D: | | | |
| INSURER E: | | | |
| INSURER F: | | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|----------------------------------|---------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY | X | ESB01043207 | 02/01/13 | 02/01/14 | EACH OCCURRENCE \$ 2,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual/XCU <input checked="" type="checkbox"/> Prof Lia/See Othe GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 |
| A | AUTOMOBILE LIABILITY | | ESB01043207 | 02/01/13 | 02/01/14 | MED EXP (Any one person) \$ 5,000 |
| | <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS | | | | | PERSONAL & ADV INJURY \$ 2,000,000 |
| | UMBRELLA LIAB | | | | | GENERAL AGGREGATE \$ 6,000,000 |
| | EXCESS LIAB | | | | | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Y/N <input type="checkbox"/> N/A | | | | Emp Ben. \$ 2,000,000 |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liab Errors & Omissions | | ESB01043207 | 02/01/13 | 02/01/14 | Each Act \$ 5,000,000 Aggregate \$ 5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Agreement: Election Online Training System - County of Los Angeles, its Special Districts, elected and appointed officers, employees and agents are additional insureds for all activities arising from agreement and waiver of subrogation applies. This insurance is primary and non-contributory. 30 day written notice of cancellation except 10 days for non-payment # 76470

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/25/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

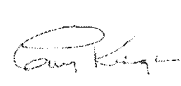
| | | | | |
|--|----------------|---|---|------------------------|
| PRODUCER M. E. Wilson Co., Inc. 300 W. Platt St. Ste 200 Tampa, FL 33606 INSURED SOE Software Corporation 5426 Bay Center Drive Suite 525 Tampa, FL 33609 | 1-813-229-8021 | CONTACT NAME: Janet Alexander PHONE (A/C, No, Ext): 813-229-8021 FAX (A/C, No): 813-229-2795 E-MAIL ADDRESS: jalexander@mewilson.com | INSURER(S) AFFORDING COVERAGE INSURER A: RETAILFIRST INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | NAIC # 10700 |
|--|----------------|---|---|------------------------|

COVERAGES **CERTIFICATE NUMBER:** 30076102 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | 52035252 | 01/18/13 | 01/18/14 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

| | |
|--|---|
| CERTIFICATE HOLDER Fort Bend County Purchasing Department 301 Jackson Street, Suite. 201 Richmond, TX 77469 USA | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|---|

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