

ADDENDUM TO MASTER SERVICES AGREEMENT AND STATEMENT OF WORK

THIS ADDENDUM TO MASTER SERVICES AGREEMENT AND STATEMENT OF WORK is entered into by and between **Fort Bend County**, (“County”), a body corporate and politic under the laws of the State of Texas, and **Next Election Services, LLC**, (“Next Election Services”), a Texas Limited Liability company authorized to conduct business in the State of Texas (hereinafter collectively referred to as “Parties”).

WHEREAS, the County desires that Next Election Services provide support, software and consulting for Fort Bend County’s voter registration and election operations and related services, in accordance with the Master Services Agreement and Statement of Work, attached hereto as Exhibit “A,” and incorporated by reference; and

WHEREAS, Next Election Services represents that it is qualified and desires to provide such products and/or services; and

WHEREAS, Next Election Services is the sole source provider allowed permission by the software vendor VOTEC, which is no longer in service, to access Fort Bend County’s VEMACS Cloud environment hosted Oracle Cloud Infrastructure (OCI), as indicated by the letter, dated October 3, 2025, attached hereto as Exhibit “B” and incorporated fully by reference for all purposes; and

WHEREAS, on September 23, 2025, the Fort Bend County Commissioners Court authorized the Fort Bend County Elections Administrator to engage Next Election Services to provide election support software and related services on behalf of Fort Bend County, Texas in an amount not to exceed \$200,000.00; and

WHEREAS, County has determined that this Agreement is not subject to competitive bidding requirements under §262.023 of the Texas Local Government Code because Next Election Services is a sole source provider of the products and services.

WHEREAS, pursuant to Section 262.024(a) of the Texas Local Government Code, the Fort Bend County Commissioners Court determined that this Agreement is exempt from competitive bidding requirements because the procurement of desired products and services are available from only one source and there is a critical need for compatibility with existing equipment and systems.

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions set for the below, the following changes are incorporated as if a part of the original Agreement:

- 1. Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

2. **Scope of Services.** Subject to the changes herein, Next Election Services shall provide support, software, products, consulting and related services for Fort Bend County's voter registration and election operations and related services, in accordance with the Master Services Agreement and Statement of Work, attached hereto as Exhibit "A," and incorporated by reference. In addition, Next Election Services agrees to provide software training, upon request, to the Fort Bend County Election staff.
3. **Compensation and Payment.** Next Election Services's fees shall be calculated at the rates set forth in the Quotes attached as Exhibit "C". County shall pay each approved invoice within thirty (30) calendar days of receipt of invoice. County reserves the right to withhold payment pending verification of satisfactory products and/or services.
4. **Time of Performance.** The Agreement shall be effective upon execution by County. The time for performance under this Agreement shall begin with receipt of the Notice to Proceed and shall terminate no later than September 30, 2026. Next Election Services shall provide the specified products and/or services to County as described in the attached Exhibits, within this time or within such additional time as may be extended by the County. The Parties further agree that the Services were and are supported by good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties. This Agreement may only be renewed upon written instrument executed by both Parties.
5. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
6. **Limit of Appropriation.** Next Election Services clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Two Hundred Thousand and 00/100 dollars (\$200,000.00), specifically allocated to fully discharge any and all liabilities County may incur. Next Election Services does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Next Election Services may become entitled to and the total maximum sum that County may become liable to pay to Next Election Services shall not under any conditions, circumstances, or interpretations thereof exceed Two Hundred Thousand and 00/100 dollars (\$200,000.00).
7. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
4. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
8. **Data Protection.** Next Election Services acknowledges that it may have access to certain of County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Next Election Services, its employees, agents or contractors, pertaining to County's business or financial affairs, or to County's projects, transactions, clients or customers, Next Election Services will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in the Agreement for the benefit of County. Next Election Services will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Next Election Services

receives or has access to under the Agreement or in connection with the performance of any services for County.

Next Election Services will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under the Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Next Election Services receives PII related to the performance of the Agreement, Next Election Services will protect the privacy and legal rights of County's personnel, clients, customers and contractors.

Next Election Services shall enforce multi-factor authentication (MFA) for all administrative or privileged accounts with access to infrastructure, production environments, or sensitive data.

9. **Confidential Information.** Next Election Services acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Next Election Services or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Next Election Services shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Next Election Services) publicly known or is contained in a publicly available document; (b) is rightfully in Next Election Services' possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Next Election Services who can be shown to have had no access to the Confidential Information.

Next Election Services agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Next Election Services uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Next Election Services shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Next Election Services shall advise County immediately in the event Next Election Services learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Next Election Services will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Next Election Services against any such person. Next Election Services agrees that, except as directed by County, Next Election Services will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Next Election Services will promptly turn over to County all documents, papers, and other matter in Next Election Services' possession which embody Confidential Information.

Next Election Services acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Next Election Services acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

Next Election Services in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

5. **Monitoring Activities.** The Fort Bend County Information Technology Department shall have the right to monitor all Contract related activities of Next Election Services and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed Services or work in progress, and to observe all Contractor personnel in every phase of performance of Contract related work.
6. **System Failure or Damage.** In the event of system failure or damage, as defined in this paragraph, directly caused in whole or in part as a result of the services provided by Next Election Services, Next Election Services agrees to use its best efforts to restore the system to operational capacity. System failure or damage for purposes of this Agreement will mean the inability of any mechanism provided by Next Election Services pursuant to the terms of this Agreement, to operate properly and, as a result of its failure to operate properly, critical government functions, including sending and receiving data information, are unable to be performed.
7. **Notices.**
Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Information Technology Department
Attn: Director of Information Technology and CIO
301 Jackson Street
Richmond, Texas 77469

With a copies to:	Fort Bend County	Fort Bend County
	Attn: County Judge	Attn: Election Administrator
	301 Jackson Street	3730 Bamore Rd.
	Richmond, Texas 77469	Richmond, Texas 77469
		vote@fbctx.gov

Next Election Services: Next Election Services, LLC
5900 Balcones Dr, Suite 26823
Austin, Texas 78731

A Notice is effective only if the party giving or making the Notice has complied with subsections 39.1 and 39.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

8. **Personnel.** Next Election Services represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Next Election Services shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Next Election Services shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Next Election Services or agent of Next Election Services who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services for the County, Next Election Services shall comply with, and ensure that all Next Election Services Personnel comply with, all rules, regulations and policies of County that are communicated to Next Election Services in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

9. **Insurance.** Prior to commencement of the Services under this Agreement, Next Election Services shall furnish County 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 County. Next Election Services shall provide certified copies of insurance endorsements if requested by County. Next Election Services 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.

Next Election Services 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. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- (b). 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.
- (c). 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.
- (d). Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- (e). Professional Liability insurance with limits not less than \$1,000,000.
- (f). Professional Liability insurance for Information Technology, including Cyber Risk may be made on a Claims Made form with limits not less than \$1,000,000 each claim/loss with a \$2,000,000 aggregate. The insurance should provide coverage for the following risks:
 - (1). Liability arising from theft, dissemination, and/or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc.,) stored or transmitted in electronic form.
 - (2). Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure
 - (3). Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

County 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 Next Election Services shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.

If required coverage is written on a claims-made basis, Next Election Services 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 two years beginning from the time that work under the Agreement is completed.

Next Election Services shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.

No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.

Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of Next Election Services.

10. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Next Election Services in any way associated with the Agreement.
11. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
12. **Applicable and Governing Law.**
 - a. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to the Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
 - b. As required by Chapter 2271, Government Code, Next Election Services verifies that if Next Election Services employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Next Election Services hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement.
 - c. By signature below, Next Election Services represents pursuant to Section 2252.152 of the Texas Government Code, that Next Election Services is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
11. **Conflict.** All terms and conditions of the Agreement not modified herein remains in full force and effect. In the event there is a conflict between this Addendum and the attached Exhibit(s), this Addendum controls to the extent of the conflict.
12. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
13. **Electronic and Digital Signatures.** The parties to this Agreement agree that the electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
14. **Remote Access.** If Next Election Services requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance, except as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before Next Election Services is granted remote access to County Systems:
 - a. Next Election Services will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advanced in writing by the Director of Information Technology and Chief Information Officer.
 - b. Next Election Services will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Next Election Services will not access County Systems via unauthorized methods.

- c. Next Election Services' remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
- d. Remote access is restricted only to County Systems necessary for Next Election Services to provide Services to County pursuant to this Agreement.
- e. Next Election Services will allow only its Workforce approved in advance by County to access County Systems. Next Election Services will promptly notify County whenever an individual member of Next Election Services' Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Next Election Services will keep a log of access when its Workforce remotely accesses County Systems. Next Election Services will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.
- f. If any member(s) of Next Election Services' Workforce is provided with remote access to County Systems, then Next Election Services' workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
- g. Failure of Next Election Services to comply with this Section may result in Next Election Services and/or Next Election Services' Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
- h. For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for Next Election Services, is under the direct control of Next Election Services, whether or not they are paid by Next Election Services and who have direct or incidental access to County Systems.
- i. For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

{EXECUTION PAGE FOLLOWS}

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IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

NEXT ELECTION SERVICES, LLC

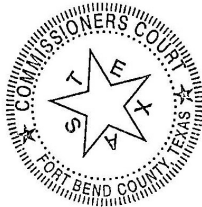
KP George
KP George, County Judge

Sarah Mauzeralle
Authorized Agent Signature

October 29, 2025
Date Approved by Commissioners Court 10/9/2025

Sarah Mauzeralle
Authorized Agent- Printed Name

ATTEST:



Laura Richard
Laura Richard, County Clerk

Chief Financial Officer
Title

October 28, 2025
Date

APPROVED:

Robyn Doughtie
Robyn Doughtie,
Director of Information Technology
Department

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 200,000.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Attachments:

- Exhibit A: Master Services Agreement and Statement of Work
- Exhibit B: Sole Source Letter
- Exhibit C: Quotes dated 9/12/2025 & 9/24/25

Robert E. Steuber

EXHIBIT A

(Master Services Agreement and Statement of Work)

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this “**MSA**”) is made as of the Date **October 1, 2025** (“**Effective Date**”), by and between **Next Election Services, LLC**, a Texas Limited Liability Company (“**Next Election Services**”) and **Fort Bend County, Texas** (“**Client**”). Each of Next Election Services and Client shall be referred to as a “**Party**” and together as “**Parties**”.

BACKGROUND

Next Election Services is engaged in the business of providing election support services and consulting with Next Election Services and other software. Next Election Services has agreed to service and/or develop such applications for and provide related consulting services to Client and Client has agreed to the same in accordance with the terms and conditions specified herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the premises and the mutual promises of the Parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

1. **Definitions.** As used in this Agreement:
 - 1.1. “**Acceptance Date**” means the date on which Client accepts a Deliverable as set forth in Section 2.3 herein.
 - 1.2. “**Agreement**” means this MSA together with: (a) any Statement of Work; (b) all other exhibits, attachments or schedules referenced herein; and (c) any and all amendments thereto which are incorporated by reference herein and made a part hereof as may be modified or amended from time to time in accordance with the terms hereof.
 - 1.3. “**Application**” means individually and collectively any computer software application or any portion thereof, each including all Source Code and Object Code theretofore, developed and delivered as a Deliverable by Next Election Services to Client in accordance with the requirements set forth in this Agreement.
 - 1.4. “**Next Election Services Property**” means all accelerators, work product, documents, code, works of authorship, programs (including without limitation commercially available software that Next Election Services licenses to users pursuant to a separate license agreement), manuals, tools, user interfaces, deliverables, developments, processes, formulae, data, specifications and inventions, and all Intellectual Property therein, provided, created, owned, licensed, developed, authored or invented by Next Election Services (collectively referred to as “**Development**”) (including by its

employees and contractors) prior to or independently of performing the Services and developing the Deliverables, as well as any Derivative Works to the foregoing even where such Development is made under the terms of, or during the course of, this Agreement, except as otherwise set forth herein.

- 1.5. **“Change Order”** shall mean any writing that has been executed by the Parties and which modifies, adds, deletes, alters or otherwise changes any of the terms or conditions contained in a Statement of Work.
- 1.6. **“Deliverable”** means any portion(s) or the entire Application developed and delivered to Client from time to time by Next Election Services and any engineering reports, analyses, software, or other written or electronic documentation or media or hardware that is specifically identified as a deliverable in a Statement of Work.
- 1.7. **“Derivative Works”** shall mean a work: (i) that is derived from or based upon one or more items of Next Election Services Property, such as a modification, improvement, enhancement or any other form in which such Next Election Services Property may be recast, transformed, or adapted, and (ii) that, if prepared without authorization of the owner of the applicable Intellectual Property in such Next Election Services Property, would constitute an Intellectual Property infringement. For purposes of this Agreement, a Derivative Work shall also include any compilation that incorporates such Next Election Services Property. In some cases, Next Election Services will share Derivative Works with partners and Intellectual Property is shared amongst Next Election Services and its partner. Such shared Derivative Works will be outlined in the Statement of Work supplied with the Master Services Agreement.
- 1.8. **“Force Majeure”** shall have the meaning set out in Section 12.4.
- 1.9. **“Intellectual Property”** means any patent, trademark, copyright, service mark, trade secret, know-how or any other intellectual property rights arising by operation of law, contract, license or otherwise.
- 1.10. **“Object Code”** means instructions (whether in machine-readable or other form) that can be directly executed by a computer. The term **“Object Code”** specifically excludes Source Code.
- 1.11. **“Person”** means a natural person or any corporation, limited liability company, limited partnership, limited liability partnership, trust, association or any other legal person or legally constituted entity.
- 1.12. **“Services”** shall have the meaning given to it by Section 2.1 hereof.
- 1.13. **“Source Code”** means instructions (whether in machine-readable or other form) that must be compiled, assembled, translated or interpreted before they can be executed directly by a computer. The term **“Source Code”**

specifically excludes Object Code. All Source Code shall be accompanied by documentation or programmers notes sufficient to enable a reasonably experienced programmer to modify the Application.

1.14. “Specifications” means any written specification, standard, instruction, or description provided by Client to Next Election Services with reference to which Next Election Services will perform the Services, deliver Deliverables (including the development of Applications), as the case may be, under this Agreement.

1.15. “Statement of Work” means one or more written descriptions of and authorizations for Next Election Services to provide specified Services and Deliverables to the Client or to develop a specified Application for the Client, each of which shall contain the Specifications, executed in a form and pursuant to the processes and requirements set forth in this Agreement, including, but not limited to, the exhibits, schedules and attachments thereto, as the same may be amended by an amendment thereto or by a Change Order executed by the Parties hereto from time to time.

2. Scope and Authorization of Application.

2.1. Development.

a) Services. Subject to the terms and conditions set forth in this Agreement, Next Election Services shall perform services for Client in accordance with this Agreement, including, but not be limited to, developing the Application for and delivering the Deliverables to Client and providing related services (collectively, the “**Services**”).

b) Specifications. The Services provided hereunder shall be provided only when the Specifications are set forth in and authorized by a written Statement of Work, as may be amended from time to time, and in substantially the form set forth in Exhibit A or in such other form as is agreed to by the Parties in writing. The terms and conditions of each Statement of Work and any related Services provided by Next Election Services in connection with this Agreement shall be part of and shall be governed by this Agreement unless otherwise provided therein. No Statement of Work shall be legally binding unless and until it is executed by a duly authorized representative of each Party. Next Election Services shall, in accordance with the terms and conditions in any applicable Statement of Work or within five (5) days following a written request by Client, provide to Client a status report indicating Next Election Services’s status with respect to its performance of the Services provided hereunder and such status report shall include the following information: (i) a general description of the Services provided by Next Election Services since Next Election Services’s delivery of the then preceding status report, (ii) the number of billable

hours incurred by Client since the then preceding status report, (iii) Next Election Services's current work plan and schedule for completion of the applicable Statement of Work, and (iv) such other information as Client reasonably requests in writing. Next Election Services shall provide Client with full access to the then-current fully functioning and operating version of any Application at appropriate project phases pursuant to the applicable Statement of Work.

- c) **Schedule Service Dates.** The Parties will negotiate in good faith to indicate all delivery, implementation, and performance dates or timeframes with respect to the Deliverables in a Statement of Work. Notwithstanding the foregoing, in no event shall Next Election Services have any liability by reason of any commercially reasonable delay in delivery or for non-delivery or for any other commercially reasonable delay in performing its obligations under this Agreement caused, in whole or in part, by the occurrence of any contingency beyond the control of either Next Election Services or its vendors, if any. If any such contingency occurs, Next Election Services shall inform Client as soon as possible of the reason for impact on the schedule agreed upon with Client as and the impact itself with revised dates as applicable.

2.2. Statement of Work and Fees.

- a) **Statement of Work.** The contents of each Statement of Work shall include at least the following information: (i) a reference to this Agreement; (ii) type and the Specifications of the Services; (iii) Deliverables and related schedule; (iv) performance period; (v) Application; (vi) term; and (vii) Fee schedule. Each executed Statement of Work shall be deemed incorporated by reference into this Agreement under Schedule A.
- b) **Fees.** The Parties shall agree on the specific terms relating to the fees payable by Client to Next Election Services with respect to performing the Services that shall be provided by Next Election Services to Client and which shall be set forth in a Statement of Work (the "**Fees**").
- c) **Expenses.** In addition, Client shall reimburse Next Election Services for reasonable travel expenses directly related to the performance of the Services under this Agreement, provided that they are approved in writing by email or otherwise by Client in advance of the travel.
- d) **Payment.** Payment for goods and services under this contract shall comply with the Texas Government Code §2251.021, also known as the "Texas Prompt Payment Act," which requires payment by a governmental entity within 30 days of receipt of the invoice or

interest begins to run. See Tex. Gov't Code §2251.027 (payment of interest by a political subdivision). Client's failure to fully pay any invoice in full in accordance with the terms set forth in this Section 2.2 shall constitute a material breach of this Agreement entitling Next Election Services to suspend performance or to terminate this Agreement, as provided in Section 10.2.

- e) **Fee Dispute.** In the event Client disputes the amount of a given invoice, it shall promptly notify Next Election Services of such dispute and attempt to resolve such dispute immediately and amicably. Such disputes shall only be made in good faith. In the event no resolution occurs, the Parties hereby agree to submit to mediation.

2.3. **Acceptance.**

- a) **General.** Client's acceptance of each of the Deliverables provided by Next Election Services to Client pursuant to a Statement of Work shall occur following Client's receipt of each Deliverable specified in the applicable Statement of Work; and, if a fixed fee engagement then only upon Client's verification, in its reasonable discretion, that each Deliverable conforms in all material respects to the Specifications set forth in the applicable Statement of Work and such acceptance shall not be unreasonably withheld, delayed or conditioned by Client; provided, however, except as otherwise set forth in a Statement of Work, when payment for the Services is on a time and materials basis, Deliverables will be deemed accepted upon delivery to Client.
- b) **Constructive Acceptance/Rejection.** Notwithstanding Section 2.3a), if a fixed fee Services engagement or other acceptance right is set forth in the Statement of Work, Client's acceptance of a Deliverable shall be deemed to have occurred if Client does not: (i) notify Next Election Services to the contrary in writing within fifteen (15) days from the date the Deliverable was delivered to Client, and (ii) specify in reasonable detail all deficiencies and nonconformities in the Deliverable of which Client knows or should know through reasonable inspection following Client's receipt of each Deliverable as provided in the applicable Statement of Work. If a Deliverable is rejected, Next Election Services will within a commercially reasonable period of time (or as otherwise may be agreed to by the Parties) correct the noted deficiencies and nonconformities at Next Election Services's cost and expense and deliver the corrected Deliverables to Client.

3. **Ownership.**

- 3.1. **General.** Next Election Services hereby grants to Client a nonexclusive, royalty-free, revocable (becoming irrevocable upon payment in full for the

related Services), worldwide, perpetual license to use, reproduce and modify the Applications furnished under the Statement of Work. Upon payment to Next Election Services for an Application by Client and if applicable, the Services, Next Election Services shall assign all of its rights, title, and interest in and to the Applications (excluding the Next Election Services Property or open source works) including all intermediate and partial versions thereof and upon assignment all Applications shall be owned by and shall be the exclusive property of Client or its customer, as applicable, and considered a "work made for hire" as that term is defined for copyright and other purposes under applicable laws. In some cases, Next Election Services will share Derivative Works with partners and Intellectual Property is shared amongst Next Election Services and its partner. Such shared Derivative Works will be outlined in the Statement of Work supplied with the Master Services Agreement.

3.2. Next Election Services Property. All right, title and interest in the Next Election Services Property shall remain vested with Next Election Services or its licensors, as the case may be. For avoidance of doubt, the Parties agree that any part of the Deliverables consisting of Next Election Services Property, Next Election Services Frameworks or open source works shall not be deemed "work made for hire" and Client and each of Client personnel hereby waives, and agrees not to assert, any rights, title, and interest in and to such works. In the event that any rights to an Application cannot be transferred by Next Election Services hereunder or if any Next Election Services Property is incorporated into an Application, subject to Section 3.3 below, Next Election Services hereby grants to Client a nonexclusive, royalty-free, perpetual, world-wide, revocable (becoming irrevocable upon payment in full for the related Services) license to use, reproduce, and modify, such Next Election Services Property solely as part of such Application and solely in conjunction with Client's use of the Application that contains such Next Election Services Property. In some cases, Next Election Services will share Derivative Works with partners and Intellectual Property is shared amongst Next Election Services and its partner. Such shared Derivative Works will be outlined in the Statement of Work supplied with the Master Services Agreement.

3.3. Third Party Software.

- a) Next Election Services may provide as part of or in connection with the Application: (i) third party software subject to separate third party license terms and conditions ("**Third Party License Terms**"); and/or (B) "open source" software subject to the terms and conditions of publicly available licenses (the "**Open Source License Terms**").
- b) Client acknowledges and agrees that: (i) such third party and open source software are governed exclusively by the applicable Third Party License Terms and Open Source License Terms; and (ii) such terms are solely between Client and the applicable licensor and Next

Election Services has no obligation or liability with respect to such software under the Agreement.

- c) Client agrees that Client will not (and will not permit or encourage any third party to) use such open source software in a manner that would require the Application (or portion thereof not already subject to Open Source License Terms) be distributed or made available free of charge, in source code form, or under any Open Source License Terms.

3.4. Further Assurances. At the applicable time during the term of this Agreement, Next Election Services shall use its commercially reasonable efforts, at Client's sole expense, to assist Client in protecting the Client's rights to the Application that Client shall acquire in accordance with this Section 3. Such assistance shall include, without limitation, providing such assistance as may be necessary for Client to obtain copyright registrations for the underlying Intellectual Property of the Application, as the case may be. Next Election Services agrees to execute and deliver all documents reasonably requested by Client in connection therewith. Notwithstanding anything contained in this Section 3.4, Next Election Services shall not have any obligations under this Section 3.4 in the event this Agreement is suspended or terminated due to Client's breach of this Agreement.

3.5. Specifications. Client shall work diligently to establish the Specifications and the priorities for performing the Services to be provided to Client and Next Election Services shall work diligently to assist Client to establish the Specifications.

4. Confidential Information/Nondisclosure.

Next Election Services and Client agree to the Confidentiality and Non-Disclosure terms and conditions set out in Schedule B which shall be deemed incorporated by reference into this Agreement. Schedule B shall supersede any Confidentiality or Nondisclosure Agreement previously entered into by the Parties.

5. Hardware and Software.

In performing the Services hereunder, Client acknowledges that Next Election Services may use Client's hardware and software and Client hereby grants to Next Election Services the right to operate and to use, and during the term of this Agreement will provide to Next Election Services access to, Client's hardware and software solely in connection with performing the Services hereunder, all at no charge to Next Election Services. If any Next Election Services personnel accesses Client's computer network, Next Election Services agrees they will (a) do so only for the purpose of providing services to Client and not for any other purpose; (b) not access any information that is confidential or proprietary to Client, its employees, agents, customers or suppliers unless the personnel has a "need to know" in order to perform Next Election Services's obligations under this Agreement; and (c) not knowingly introduce any viruses, worms, time bombs, time locks, drop dead devices,

traps, access codes, trap door devices or any other code that is designed to disrupt, disable, erase, alter, harm or otherwise impair Client or its computer network.

6. Warranties.

6.1. Mutual Warranties. Each Party represents, warrants and covenants to the other as follows and acknowledges that the other Party has relied upon the completeness and accuracy of such representations, warranties and covenants in entering into this Agreement:

- a) it has the corporate capacity to enter into this Agreement and to perform each of its obligations hereunder; and
- b) it has duly authorized, executed and delivered this Agreement and this Agreement constitutes a legally valid and binding obligation of it enforceable against it in accordance with its terms except as such enforcement may be limited by applicable bankruptcy, insolvency and other laws of general application affecting the enforcement of creditors' rights and subject to general equitable principles.

6.2. Next Election Services Warranties. Next Election Services warrants to Client that the Services and Deliverables, as the case may be, will be performed or delivered, as applicable, by Next Election Services in a professional and workmanlike manner.

6.3. Time of Performance. Notwithstanding the warranties set out above, the Parties agree that Next Election Services will not be deemed to be in breach of the warranties set out in Section 6.2 above and that Next Election Services's time of performance shall be enlarged or extended, if and to the extent reasonably necessary, in the event that: (a) Client fails to submit data in the prescribed form or as required by this Agreement and any exhibits hereto, or as required by any SOW which may become associated or part of this Agreement, (b) any Force Majeure that prevents timely performance hereunder, (c) special requests by Client or any governmental agency or other regulatory authority authorized to regulate or supervise Client impact Next Election Services's performance of the Services; or (d) if Client fails to provide any equipment, software, premises or performance called for by this Agreement, and the same is necessary for Next Election Services's performance hereunder.

6.4. Disclaimer. WITH THE EXCEPTION OF THE PROVISIONS OF SECTIONS 6.1 AND 6.2 AND 8.1, NEXT ELECTION SERVICES MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.5. Limitations. For claims arising under Section 6.2, Client's sole and exclusive remedy for a period of ninety (90) days after delivery of the applicable

Deliverable, shall be at Next Election Services's option: (i) the replacement or correction of the non-conforming Service or Application, as applicable, within a commercially reasonable period of time (or another amount of time agreed to by the Parties) (ii) Next Election Services's refund to Client of the applicable Fees and other amounts paid by Client for such non-conforming Service or Application upon prompt return of the Application to Next Election Services and terminate the relevant engagement.

7. **Limitation of Liability; Remedy.**

EXCEPT WITH RESPECT TO NEXT ELECTION SERVICES' RIGHT TO COLLECT UNPAID FEES, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY HEREUNDER IN EXCESS OF THE FEES PAID FOR THE THEN APPLICABLE IMMEDIATELY PRECEDING THREE (3) MONTH PERIOD WITH RESPECT TO THE RELEVANT ENGAGEMENT UNDER THE STATEMENT OF WORK. THE LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCE WHATSOEVER SHALL EITHER PARTY BE LIABLE FOR ANY LOSS OF REVENUE, PROFITS OR DATA, OR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER OR NOT FORESEEABLE AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OR AWARE OF THE POSSIBILITY THEREOF, INCLUDING BUT NOT LIMITED TO ANY DAMAGES ARISING OUT OF THE LOSS OF DATA.

8. **Infringement.**

8.1. **General Warranty.** Next Election Services warrants that the Applications will not infringe, misappropriate or otherwise violate any third party copyright, patent, trademark or any trade secret.

8.2. **Warranty Exclusion.** Notwithstanding Section 8.1 above, such warranty shall not apply to the extent, and Client shall indemnify Next Election Services pursuant to Section 9.1 in the event that the infringement (or alleged infringement) was based on or attributable to any one or more of the following: (i) any claim by a third party that the Specifications or any portion thereof, materials or content provided by or on behalf of Client or any instructions or other request provided by Client to Next Election Services infringe, allegedly infringe or otherwise violate (or allegedly violate) such Person's Intellectual Property or proprietary information related thereto, any use of the Application in combination with other products, equipment, software, or data, or on a platform, not supplied, specified in this Agreement or otherwise approved in writing by Next Election Services, (iii) any modification of the Application by any Person other than Next Election Services or Next Election Services's personnel, (iv) any use, reproduction, or distribution of any release of the Application other than the most current release made available to Client, unless the infringing portion is identical to

such infringing portion as contained in the then current, unaltered release, (v) any Application provided by Client to Next Election Services for use in the Services, or (vi) any unlawful or improper use of any Application (each such infringement (or alleged infringement) described in (i) to (v) referred to as a “**Client Breach**” and collectively referred to as “**Client Breaches**”).

8.3. Remedies for Certain Instances of Infringement. Client shall promptly notify Next Election Services of any claim made or action brought against it alleging or otherwise relating to any such infringement or violation. Subject to Section 8.2, Next Election Services shall have the option, at its sole discretion and at its sole expense, (i) to promptly secure Client’s right to continue to use the Application, (ii) to promptly replace or modify the Application so that it becomes non-infringing and retains equivalent functionality, or (iii) to promptly substitute the Application of equivalent functionality which does not so infringe in place of the infringing Application.

9. Indemnification.

The parties agree that under the Constitution and laws of the State of Texas, **Fort Bend County** cannot enter into an Agreement whereby **Fort Bend County** agrees to indemnify or hold harmless any other party; therefore, all references of any kind to indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted. Article XI §7; Tex. Att’y Gen. Op. DM-467; Tex. Att’y Gen. Op. GA-0176.

10. Termination; Suspension of Performance.

10.1. Term. see Exhibit A.

10.2. Early Termination. Except for fixed term subscription agreements, either Party shall have the right to immediately terminate this Agreement or any Statement of Work or suspend performance hereunder without prejudice to any rights or recourses it may have in connection therewith, upon any of the following events, each of which shall be deemed to be a default under this Agreement:

- a)** material breach by the other Party of any provision of this Agreement including, but not limited to, failure of Client to make any payment for Services then due and payable, and such breach is not remedied by such other Party within thirty (30) days of receipt of written notice from the non-defaulting Party with respect thereto;
- b)** the termination of the business of the other Party; or
- c)** if the defaulting Party makes an assignment for the benefit of its creditors generally, is declared bankrupt or files an assignment in bankruptcy or makes a proposal to its creditors or takes, or attempts to take, advantage of any legislation for the relief of bankrupt or insolvent debtors, or if a receiver, trustee, manager or any official

having similar powers is appointed or assumes direction with respect to the defaulting Party or any portion of its business affairs or property.

10.3. Accrued Rights; Remedies. In the event this Agreement or any Statement of Work is terminated, Client shall remain liable for all Fees and all other amounts payable hereunder up to the date of termination, including, but not limited to, Fees that have been incurred as of the date this Agreement is terminated. In the event that this Agreement is deemed terminated pursuant to Section 10.2, the Parties shall have available to them the remedies set forth in this Agreement, as applicable.

10.4. Survival. All provisions of this Agreement which, by their nature, ought reasonably to survive the termination or expiry of this Agreement, including without limitation sections 2.2b), 2c) 2e) and 2.2f), 3.1-3.4, 4, 6.4, 7, 8.2 and 8.3, 9, 10.3, 10.4, 11.4, and 12 shall survive any termination of this Agreement.

11. Next Election Services Personnel.

11.1. Project Manager. For the term of this Agreement, Next Election Services shall designate a project manager, who is an employee, independent contractor or other agent of Next Election Services (the “**Project Manager**”). The Project Manager shall serve as the primary point of contact on behalf of Next Election Services in dealing with Client with respect to the Services. The Project Manager shall be responsible for coordinating, insofar as Client is concerned, all activities of Client affecting the Services. The Project Manager shall also work with Client to establish Client’s priorities for the Services. Client shall have the right to reasonably object to the appointment of a Project Manager and in such event, Next Election Services shall appoint a new Project Manager with substantially equivalent or better skills and qualifications. Project Manager shall be available, as reasonably required, to be on-site at the appropriate Client location during progress and review meetings and at other times reasonably requested by Client. In such event, Client shall be solely responsible to pay to Next Election Services all reasonable expenses arising from or relating thereto including, but not limited to, travel expenses.

11.2. Personnel. To the extent that any Next Election Services personnel are identified by Client in writing, it is the Services and not the personnel that are subject to this Agreement and any derivative Statement of Work. Next Election Services agrees that it shall use commercially reasonable efforts to retain the retention of its personnel who perform the Services. However, Client acknowledges that it is foreseeable that one or several of Next Election Services’s personnel who perform the Services hereunder may cease performing the Services. In the event that any Next Election Services personnel ceases to perform the Services hereunder, Next Election Services shall allocate substitute personnel of similar skills, expertise, and qualifications to perform the Services for Client.

11.3. Personnel Reassignment. Client, in its discretion, may from time to time reasonably request that Next Election Services remove one or more of Next Election Services's personnel performing the Services on Next Election Services's behalf, and in such event, Next Election Services shall substitute another individual to perform such Services within a reasonable time from the date Client makes such a request.

11.4. Non-solicitation.

a) **Non-Solicitation.** Each of the Parties recognizes that the employees, independent contractors, and other agents of the other Party, and such individuals' loyalty and service to such other Party, constitute a valuable asset of such other Party. Accordingly, during the term of this Agreement and for one (1) year after the expiry of termination of this Agreement, each Party hereby agrees not to (directly or indirectly): (i) make any offer of employment to, (ii) hire or enter into a consulting relationship with, or (iii) otherwise solicit for hire, or encourage any Person who was employed by or retained as an independent contractor of the other Party or its affiliates (directly or indirectly). Notwithstanding the foregoing, Client shall not be considered in breach of this clause for generalized, non-targeted searches for employees through the publication of an advertisement or other public announcement.

b) **Injunctive Relief.** Each Party understands and acknowledges that any material breach of this Section 11.4 will cause the other Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the non-breaching Party shall have the right to seek injunctive relief with the applicable court of appropriate jurisdiction.

11.5. Training, Technical Support and Maintenance. Client may from time to time request that Next Election Services provide user training, system training, general consulting services, maintenance or other related services. These services may be provided by Next Election Services in accordance with the terms and conditions set forth in a Statement of Work or subsequent agreements that may be executed by duly appointed representatives of Next Election Services and Client. The Parties acknowledge and agree that such training and related services described in this Section 11.5 shall be separate and distinct from the Services and the fees relating to such training and related services shall be at commercially reasonable rates agreed to by the Parties in writing and shall be separate and distinct from the Fees under this Agreement.

11.6. Loss/Theft. Next Election Services shall have no responsibility or liability whatsoever arising from loss or theft of the Deliverables or Application after its delivery to Client or of any copy protection device with which such

Deliverable or Application, as applicable, is supplied. In particular, Next Election Services shall not be obligated to replace any lost or stolen software or copy protection device after its delivery to and acceptance by Client. Client shall be solely responsible for safeguarding the Deliverables and Application and any copy protection device from loss or theft and protecting its investment through insurance or otherwise.

12. Miscellaneous.

- 12.1. Conflicts.** In the event any of the terms or conditions contained in a Statement of Work contradicts the terms and conditions of this Agreement, the applicable Statement of Work shall govern to the extent of such contradiction.
- 12.2. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, USA, and venue shall be proper in **Fort Bend County**.
- 12.3. Mediation.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or any other claim or controversy between the parties (other than seeking injunctive or similar relief in which either party shall have the right to apply to a court having appropriate jurisdiction to seek injunctive or other non-monetary relief, on either an interim or permanent basis), shall first be attempted to be resolved via mediation. The parties shall choose mediator(s) experienced in software development and related service agreements within 30 days of alleged issues.
- 12.4. Force Majeure.** Neither Party shall be deemed in default or liable for any delay in or failure of its performance under this Agreement due to any act of God, act of war or terrorism, fire, natural disaster, accident, riot, act of government, strike or labor dispute, shortage of materials or supplies, failure of transportation or communication or of suppliers of goods or services, or any other cause beyond the reasonable control of such Party.
- 12.5. Headings.** The headings and captions set forth herein are for convenience of reference only and shall not affect the construction or interpretation hereof.
- 12.6. Notices.** Except for invoices and related payment documents (which shall be mailed and/or emailed to Client as specified by Client), any notice or other communication required or permitted hereunder shall be hand delivered (including delivery by a commercial courier service) or sent by facsimile or sent by registered or certified mail, postage prepaid, addressed as follows:

To **Next Election Services:**

Next Election Services, LLC
5900 Balcones Drive

#26823

Austin, TX 78731

To **Client:**

Fort Bend County Elections
301 Jackson St
Richmond, TX 77469

or such other destination as may be specified in writing by the Parties. Any such notice or communication shall be deemed to have been given as of the date so delivered in person or five (5) days after being deposited in the mail, return receipt requested.

- 12.7. Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the Parties and their respective affiliates and subsidiaries with respect to the subject matter hereof, and supersedes any prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not specifically referred to, attached hereto, or contained herein.
- 12.8. Performance.** Client hereby acknowledges and agrees that the Services and Deliverables pursuant to this Agreement and/or one or more Statement(s) of Work may be provided by one or more subsidiaries of Next Election Services.
- 12.9. Counterparts.** This Agreement may be executed in two or more counterparts and delivered by facsimile or other electronic means, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.
- 12.10. Amendments.** This Agreement may be amended only by a written instrument signed by the Parties hereto. In order to become legally binding on the Parties and constitute an amendment to or modification of a Statement of Work, all proposed changes to the Specifications, Services, Deliverables and the Application that are to be provided by Next Election Services must be set forth in a written agreement, in the form of an amendment to this Agreement, the applicable Statement of Work, Change Order or other agreed-upon document, signed by an authorized representative of each Party in advance of performance of the tasks required by the changes. All such amendments and modifications will specify any associated Fees or adjustment of the Fees, if any, as well as any modification in any associated delivery date, if any. The Parties shall negotiate in good faith any modification or change to such Fees.
- 12.11. Successors and Assigns.** This Agreement shall not be assignable by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed, or conditioned.

- 12.12. Waiver** - Failure by a Party at any time to enforce any of the terms and conditions of this Agreement shall not affect or impair such terms or conditions in any way, or the right of such Party at any time to avail itself of such remedies as it may have for any breach of such terms or conditions under the provisions of this Agreement, in equity or at law.
- 12.13. Severability.** Any article, section, or other subdivision of this Agreement or any other provision of this Agreement which is, or becomes, illegal, invalid or unenforceable shall be severed here from and shall be ineffective to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions hereof.
- 12.14. Relationship.** The relationship between Next Election Services and Client is that of an independent contractor and a customer, respectively, and under no circumstances shall either Party, its agents or employees be deemed agents or representatives of the other Party. Neither Party shall have the right to enter into any contracts or commitments in the name of or on behalf of the other Party in any respect whatsoever.
- 12.15. Good Faith.** Each Party shall act in good faith in connection with its performance of its respective obligations contemplated by this Agreement by, among other things, making available, as reasonably requested by the other Party, such facilities, management decisions, personnel, information, approvals, authorizations, and acceptances as may be necessary so that the Services provided by Next Election Services under this Agreement may be accomplished in a proper, timely, and efficient manner.
- 12.16. Verifications.** By executing this Agreement, Service Provider verifies that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. TEX. GOV'T. CODE 2271.002. By executing this Agreement, Service Provider verifies that it is not engaged in business with Iran, Sudan, or any company identified on the list referenced in TEX. GOV'T. CODE §2252.152.
- 12.17. Venue.** This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement shall be **Fort Bend County**, Texas. TEX. CIV. PRAC. & REM. CODE §15.015 (An action against a county shall be brought in that county). Therefore, any action shall be brought in a state District Court in **Fort Bend County**, Texas.
- 12.18. Open Records.** To the extent, if any, that any provision in this Agreement is in conflict with TEX. GOV'T. CODE §552.001 *et seq.*, as amended (the "*Open Records Act*"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that **Fort Bend County**, its officers and employees may request advice, decisions, and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any data, or any part thereof, or other items or data furnished to **Fort Bend County**

whether or not the same are available to the public. It is further understood that **Fort Bend County**, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that **Fort Bend County**, its officers and employees shall have no liability or obligations to Service Provider for the disclosure to the public, or to any person or persons, of any date, or a part thereof, or other items or data furnished to **Fort Bend County** by Service Provider in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

IN WITNESS WHEREOF, the Parties have executed this Master Services Agreement as of the Effective Date.

Next Election Services:

Next Election Services, LLC

By:
Name: Trevor Hayward
Title: CEO
Date: 09/12/2025

Client:

Fort Bend County, Texas


By: 
Name: KP George
Title: Fort Bend County Judge
Date: 10/29/25

EXHIBIT A

Form of Statement of Work

STATEMENT OF WORK NO. 1 (this “SOW” or “Statement of Work”) to MSA dated **October 1, 2025** (“SOW Effective Date”) between **Next Election Services LLC**. (“Next Election Services”) and **Fort Bend County, Texas**. (“Client”).

Disclaimer:

Should a contradiction arise between the MSA and this Statement of Work, the terms in this Statement of Work shall prevail to the extent of the contradiction. Except as provided herein, the terms and conditions contained in the MSA shall govern the relationship of the Parties as described herein. Capitalized terms not defined herein shall have the meaning set out in the MSA.

- 1. Term:** This SOW shall be effective as of the SOW Effective Date and it shall remain in force until **September 30, 2026** unless terminated earlier in accordance with the MSA or this SOW (the “SOW Term”).
- 2. Extension:** This SOW may be extended on a monthly basis by mutual agreement of the parties. Alternatively, a new SOW may be issued, referencing this one. But total amount of services shall not exceed \$50,000.
- 3. Scope:** Please see Statement of Work (SOW) below.
- 4. Change Process:** A “Change Request” shall mean a document developed by the Parties which sets out the items in this Section. Either Party may request a change in the Deliverables included in an SOW at any point prior to the execution of the work thereunder. It shall be the responsibility of the originator to identify all such requested changes and to document them. As soon as possible, but not later than ten (10) business days after receipt of the opened Change Request, Next Election Services shall deliver to the Client the completed Change Request. The completed Change Request shall consist of a change solution/proposal and a detailed estimate of the Services to be performed outside of the original specifications (or Services no longer needed to be performed in the event of a reduction of specifications) along with any proposed changes to the costs and timeframe for delivery. Client shall give written notice to Next Election Services within ten (10) business days if Client approves the completed Change Request. Agreed upon Change Requests shall amend the applicable SOW, shall be attached to said SOW and shall be incorporated therein by reference. Next Election Services may require significant changes to be

documented in a new SOW. Next Election Services shall not be liable for any Deliverables which are not set out in an SOW or agreed upon Change Request. In the event Client does not approve the Change Request completed by Next Election Services, the Client may either direct Next Election Services in writing to continue working under the terms of the original SOW. No change shall be implemented unless it is approved by both Parties in writing.

5. Statement of Work (SOW):

- Assist with configuration changes needed
- Answer questions on best use of software
- Troubleshoot any issues and suggest work arounds
- Assist with data mapping and transformation of State TEAM system data for import or export files if the State formats change.
- Assist with data mapping and transformation for data migration to replacement systems
- Modify source code to keep product compliant
- Implementation of FT Bend owned Oracle Cloud Infrastructure to support VEMACS 2.0 and other applications
- Ongoing maintenance of Ft Bend owned Oracle Cloud Infrastructure

6. Fees and Costs

Description	Count	Costs	Amount
Oracle Cloud Infrastructure Implementation Fee	1	\$5,000.00	\$5,000.00
Monthly Oracle Cloud Infrastructure Maintenance	12	\$2,500.00	\$30,000.00
Election Support - month term	12	\$12,284.80	\$147,417.60

7. Billing Information:

Customer Billing Contact

Fort Bend County Elections
301 Jackson St
Richmond, TX 77469

For All Payments, please remit to the following address:

Billing and Physical Address:

Next Election Services, LLC
5900 Balcones Drive #26823
Austin, TX 78731

8. Signatures. If you agree with the terms and conditions as indicated in this SOW, acknowledge your acceptance by signing below.

Next Election Services, LLC

Fort Bend County, Texas

By:

By: 

Print Name: Trevor Hayward

Print Name: KP George

Title: CEO

Title: Fort Bend County Judge

Date: 09/12/2025

Date: 10/29/25

EXHIBIT B

(Sole Source Letter 10/3/2025)

Oct 3, 2025

To whom it may concern:

Subject: Sole Source Justification — Support Services from Next Election Services

Requesting Department: Fort Bend County Elections Administration

Point of Contact: John Oldham
Fort Bend County Elections
301 Jackson St
Richmond, TX 77469

Vendor: Next Election Services, LLC (“NES”)
5900 Balcones Drive #26823
Austin, TX 78731

Summary

Approval is requested to award a sole-source contract to NES to support Fort Bend County’s voter registration and election operations in the County’s VEMACS Cloud environment hosted on Oracle Cloud Infrastructure (OCI). Based on the factors below, NES is the only practicable source at this time.

Scope of Work

- Assist with configuration changes needed
- Answer questions on best use of software
- Troubleshoot any issues and suggest work arounds
- Assist with data mapping and transformation of State TEAM system data for import or export files if the State formats change.
- Assist with data mapping and transformation for data migration to replacement systems
- Modify source code to keep product compliant
- Implementation of FT Bend owned Oracle Cloud Infrastructure to support VEMACS 2.0 and other applications
- Ongoing maintenance of Ft Bend owned Oracle Cloud Infrastructure

Sole-Source Justification

- **Unique Authorization from VOTEC:** Permission to access the Fort Bend VEMACS cloud environment has only been granted to Andy Young (NES Consultant.)

- **VEMACS Cloud specialization:** NES has unique, direct knowledge of the operational characteristics and configuration of the VEMACS Cloud environment in use by the County.
- **OCI expertise:** NES has a high degree of expertise in Oracle Cloud Infrastructure relevant to performance, security, and change control for this workload.
- **State integration:** NES has deep knowledge of the Texas Secretary of State's TEAM interfaces and data exchange requirements, including format/version changes that affect County operations.
- **Regulatory context:** NES understands Texas election laws and their practical implications for voter registration system behavior, auditability, and data integrity.

The combination of platform-specific (VEMACS), infrastructure (OCI), state-level interface (TEAM), and Texas election law expertise is not reasonably available from alternate sources. Substituting vendors would introduce material schedule and operational risk during active election cycles.

EXHIBIT C

(Quotes dated 9/12/2025 & 9/24/25)

Next Election Services, LLC

5900 Balcones Dr. #26823
Austin, TX. 78731

Quote
20250912-3

Date:
09/12/2025

Issued To: Fort Bend Elections

Description	Quantity	Fee	Total
Oracle Cloud Infrastructure Implementation Fee	1	\$5,000.00	\$5,000.00
Monthly Oracle Cloud Infrastructure Maintenance	12	\$2,500.00	\$30,000.00
Election Support Services - month Term	12	\$12,284.80	\$147,417.60
Support Period 10/01//2025 thru 09/30/2026 (Active Voter Count: 505840)			
Total			\$182,417.60

Scope of Services:

- Assist with user managed configuration changes
- Answer questions on best use of software
- Troubleshoot any issues and suggest work arounds
- Assist with data mapping and transformation of State TEAM system data for import or export files if the State formats change.
- Assist with data mapping and transformation for data migration to replacement systems
- Modify source code to keep product compliant
- Implementation of FT Bend owned Oracle Cloud Infrastructure to support VEMACS 2.0 and other applications
- Ongoing maintenance of Ft Bend owned Oracle Cloud Infrastructure

Authorized by: Trevor Hayward CEO

APEX R&D BV
Waversebaan 276
3001 Leuven
Belgium
VAT Number BE0846210281



Next Election Services
Andy Young
5900 Balcones Dr
Ste 26823
Austin TX
78731
USA

Quote # AOP0007165
Quote Date 24-SEP-2025
Quote Total (USD) 3,500.00

Item	Description	Unit cost	Quantity	Line total
331	APEX Office Print - On-premises Bronze	3,500.00	1	3,500.00
Subtotal				3,500.00
VAT (0%)				0.00
Quote Total (USD)				3,500.00

Note: There is an optional maintenance and support fee per year starting from second year which includes free software updates and email support.

Reverse charge. Article 44 EU VAT Directive 2006/112/EC

Payments within 30 days.

Terms and conditions: united-codes.com

Please submit payment to the bank account as listed on the invoice. Any amount not paid on the due date will automatically and without notice be increased with an interest of 12% per year and a fixed compensation of 15% with a minimum of 100.00 EUR. Only the Courts of Leuven have jurisdiction over any dispute. Only Belgian law is applicable. All sales final.

Bank Information

Beneficiary: APEX R&D
IBAN: BE39 0016 7169 9919
BIC/SWIFT: GEBABEBB
Bank: BNP PARIBAS FORTIS - MONTAGNE DU PARC 3, BRUSSELS