

Tenex Software Solutions, Inc.

Live Results SaaS Agreement

Tenex Software Solutions, Inc.

SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

This software as a service subscription agreement ("Agreement") governs your use of the system (as defined below) and any related service provided by and between Tenex Software Solutions, Inc. ("Tenex"), a Florida corporation, having its principal place of business at 5021 W Laurel Street, Tampa, Florida 33607 and Williamson County Elections, TX, (referred to as "Customer" in this Agreement). This "Agreement" is effective on the date that both parties have signed this Agreement (the "Effective Date").

1.0 DEFINITIONS

The following definitions will apply:

- a. **System.** "System" means the individual modules or products that make up the system.
- b. **Customer Data.** "Customer Data" means any of the customer's information, documents, or electronic files that are provided to Tenex including Election and/or Voter data.
- c. **Service.** "Service" means Vendor's online service for providing Election Night Reporting to the general public.
- d. **Support.** "Support" means the ongoing services by Tenex to support the System as defined below.

2.0 DELIVERABLES & DEADLINES

Tenex Software Solutions, Inc. shall perform the Services and provide the software ("Software") to Customer, according to a Project Schedule to be outlined at the outset of the project. The Customer shall ensure that all required components are available before the work commences.

Tenex will implement Live Results ("Software") for the Customer. Live Results allows the County to publish unofficial and official election results on the night of the election and after the election is closed. The Software consists of: web-hosting and storage provided on Amazon Cloud Server, Election Night support, summary and precinct results views in tabular and graphical formats, a back-office component that allows the Customer to import results as precincts report, customizable interfaces, and a general public facing web system for publishing results.

Any delays in Tenex's performance caused by Customer third parties shall not constitute a breach of this Agreement by Tenex. Any delays in Customer's performance caused by Tenex Software Solutions, Inc. or third parties shall not constitute a breach of this Agreement by Customer. The Project Schedule may be amended upon agreement of the parties. Significant revisions to a Project Schedule shall be put in writing and attached to this Agreement.

3.0 USE RIGHTS

3.1 Use Rights

During the term and subject to the terms of this Agreement, Tenex hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right to permit Customer's Users to use the Software and its Components for Customer's business purposes.

3.2 License and Use Restrictions

Customer shall not, directly, indirectly, alone or with another party, (i) copy, disassemble, reverse engineer, or decompile the System or its Components; (ii) modify, create derivative works based upon, or translate the System or its Components; (iii) license, sell, rent, lease, transfer, grant any rights in or otherwise commercially exploit the System In any form to any other party, (iv) describe, show, tell, or explain any feature or portion of features or capabilities to any party including other vendors of county nor shall Customer attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder. You acknowledge and agree that Tenex shall own all right, title, and interest in and to all intellectual

property rights (including all derivatives or improvements thereof) in the System and any suggestions, enhancement requests, feedback, recommendations or other information provided by Customer.

3.3 Customer Data

Customer owns all right, title, and interest in the Customer Data. Customer hereby grants to Tenex, a non-exclusive, non-transferable, non-sublicensable right and license to use, copy, transmit, modify and display the Customer Data solely for the purposes of the Customer's use of the System. Tenex shall not use the Customer Data except to improve the System and as necessary to perform its obligations set forth in this Agreement.

3.4 Security

Customer is solely responsible for maintaining the security of all user names and passwords granted to it, for the security of its information systems used to access the System, and for its Users compliance with the terms of this Agreement. Tenex will act as though any electronic communications it receives under Customer's user names have been sent by Customer. Customer will immediately notify Tenex if it becomes aware of any loss or theft or unauthorized use of any Customer's passwords or user names. Tenex has the right at any time to terminate or suspend access to any Customer if Tenex believes in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the System or Tenex's network.

4.0 SUPPORT

4.1 Updates

Tenex shall deliver Updates to the System that apply to the Customer's current edition at no additional charge. Only those Updates that apply to the Customer's current edition will be delivered automatically to the Customer at no additional charge.

4.2 Error Correction

Tenex shall use commercially reasonable efforts to correct all Errors or to provide a reasonable workaround as soon as is possible using its reasonable efforts during Tenex's normal business hours. Customer shall provide such access, information, and support as Tenex may reasonably require in the process of resolving any Error.

4.3 Support Exclusions

Tenex is not obligated to correct any Errors or provide any other support to the extent such Errors or need for support was created in whole or in part by: (i) the acts, omissions, negligence, or willful misconduct of the Customer, including any unauthorized modifications of the System or its operating environment; (ii) any failure or defect of Customer's or a third party's equipment, software, facilities, third party applications, or internet connectivity (or other causes outside of Tenex's firewall).

5.0 FEES, EXPENSES & PAYMENT

5.1 Project Fees

Customer agrees to pay the following fees for use of Live Results for four years:

- \$18,000 to be billed upon executing the contract for Year 1 SaaS fees (License Dates August 1, 2024 through July 31, 2025)*
- \$18,000 to be billed on the 1st year anniversary of the contract (License Dates August 1, 2025 through July 31, 2026)*
- \$18,000 to be billed on the 2nd year anniversary of the contract (License Dates August 1, 2026 through July 31, 2027)*
- \$18,000 to be billed on the 3rd year anniversary of the contract (License Dates August 1, 2027 through July 31, 2028)*

5.2 Expenses

Unless an expense is approved in advance by Customer, Tenex Software Solutions, Inc. shall be responsible for all expenses incurred while performing services under this Agreement.

5.3 Payment Terms

Customer will pay Tenex Software Solutions, Inc. as follows:

- Tenex Software Solutions, Inc. will submit an invoice annually at the beginning of the contract year. Payment will be due from Customer on receipt of invoice.

6.0 INTELLECTUAL PROPERTY

6.1 Intellectual Property Ownership

Tenex Software Solutions, Inc. owns the entire copyright, title and interest in the following content ("Content"):

- Live Results software, scripts used to create reports, data transformation utilities and monitoring modules used to keep track of the health of the system.
- All training materials and documentation provided to the customer.

Customer will secure all necessary rights to copyright, trademark or other intellectual property to any materials it submits to Tenex Software Solutions, Inc. for use in the Services.

Nothing in this section will affect ownership of intellectual property created and owned by any entities not a party to this Agreement and not pursuant to an agreement with Tenex. Prior agreements for other products will not be affected by this agreement.

6.2 Warranty

Tenex Software Solutions, Inc. warrants that it has the rights and authority to grant all assignments and licenses granted by Tenex Software Solutions, Inc. in this Agreement.

6.3 Permitted Uses

Tenex grants to the Customer a non-exclusive license to use the Live Results software for reporting Election Night Results throughout the contracted years. Customer agrees to protect the intellectual and confidential property of Tenex unless Tenex provides a written waiver for the terms of this requirement.

7.0 TERM & TERMINATION

7.1 Term

The term of this Agreement shall commence on the Effective Date and shall automatically terminate four years after the contract has commenced (Effective Date), Tenex has fulfilled their software as a service subscription agreement obligation, and payment of all Project Fees and Expenses as specified in this Agreement has been completed, unless otherwise extended by mutual written agreement or terminated in accordance with Section 7.2.

7.2 Termination

(a) Either party may terminate this Agreement effective immediately if the other party (i) commits any material breach or default of this Agreement; (ii) becomes the subject of any voluntary or involuntary proceeding under the U.S. Bankruptcy Code or state insolvency proceeding and such proceeding is not terminated within sixty (60) days of its commencement; or (iii) ceases to be actively engaged in business and has not assigned this Agreement.

(b) If this Agreement is terminated other than by reason of a material breach by Tenex, Tenex Software Solutions, Inc. shall be entitled to a pro-rated payment for work in progress based on the percentage of the Services then completed, as reasonably determined by Tenex.

8.0 CONTRACTOR RELATIONSHIP

Tenex Software Solutions, Inc. is an independent contractor, and neither Tenex Software Solutions, Inc. nor Tenex's employees or contract personnel are, or shall be deemed, Customer's employees. This Agreement does not create a partnership relationship. Neither Tenex Software Solutions, Inc. nor Customer has authority to enter into contracts on the other's behalf.

9.0 NON-SOLICITATIONS & CONFIDENTIAL INFORMATION

9.1 Non-solicitation

During, and for a period of one year after termination of this Agreement, Customer agrees not to solicit or recruit Tenex's employees, contractors, or freelancers of which Customer becomes aware as a result of Tenex's services for Customer.

9.2 Confidential Information

Tenex Software Solutions, Inc. and Customer agree not to use or disclose to any third party, either during or after the term of this Agreement, any proprietary or confidential information of the other party without the other party's consent. Tenex Software Solutions, Inc. and Customer shall not be restricted in using any material, which is publicly available, already in their possession, or known to them, or which is rightfully obtained from sources other than the other party.

Proprietary or confidential information includes business plans, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind owned by Tenex Software Solutions, Inc. or by Customer; and any information marked "Proprietary" or "Confidential."

10.0 WARRANTIES & REPRESENTATIONS

Tenex Software Solutions, Inc. warrants that it is able to complete the Services in a professional and timely manner; that any Project Deliverables shall be original or all necessary permissions and releases obtained and paid for; and that any Project Deliverables shall not contain any false, misleading, libelous or unlawful matter.

Customer warrants that any material given by Customer to Tenex Software Solutions, Inc. for use in the Services under this Agreement shall be original or all necessary permissions and releases obtained and paid for; and that any such material shall not contain any false, misleading, libelous or unlawful matter.


11.0 Liability

11.1 Total Liability

In no event shall Tenex's aggregate liability for all cases or controversies arising out of the subject matter of this Agreement, whether in contract, tort or otherwise, exceed the aggregate payments actually received by Tenex Software Solutions, Inc. under this Agreement. In no event will Tenex Software Solutions, Inc. be liable to Customer or any third party for any special, incidental or consequential damages or lost profits, whether based in breach of contract, tort (including negligence), product liability or otherwise, and whether or not Tenex Software Solutions, Inc. has been advised of the possibility of such damage.

11.2 Limitation of Remedies

Customer's exclusive remedy, and Tenex's sole liability for any case or controversy arising out of Tenex's failure to perform any of its obligations hereunder shall be to terminate this Agreement pursuant to Section 7.2 and receive a refund from Tenex Software Solutions, Inc. of the unearned portion of any fees paid with respect to the Services.

Client: Sample County, State Board of Elections	Contractor: Tenex Software Solutions, Inc.
Signature: _____ Name: _____ Title: _____ Mailing Address: _____ _____ Date: _____	Signature:  _____ Name: Ravi Kallem Title: President Mailing Address: 5021 W. Laurel Street Tampa, FL 33607 Tax ID #: 59-3647858 Date:



5021 W. Laurel Street Tampa, FL 33607
(813) 618-3639 | info@tenexsolutions.com

Williamson County TX Software Solutions Quote

Date: Monday, June 17, 2024

To: Williamson County, TX

From: Tenex Software Solutions, Inc.

Item #	Product Description		Unit Price
1	Software - Live Results Annual Software License & Support (Election Night Reporting)	\$	18,000.00

Year 1 Total: \$ 18,000.00

Item #	Annual Software License & Maintenance Fees (after year 1)		Unit Price
2	Software - Live Results Annual Software License & Support (Election Night Reporting)	\$	18,000.00

Estimated Recurring Annual License & Maintenance Fees (after year 1): \$ 18,000.00

Terms:

This quote is valid for 30 days and subject to change based upon contract terms and conditions or any change in configuration.

Signature

Date

PO# (if applicable)