



SOFTWARE AS A SERVICE AGREEMENT

This SOFTWARE AS A SERVICE AGREEMENT ("Agreement") is made as of the date of full execution, by and between Washoe County, a governmental subdivision of the State of Nevada ("Client"), and RUNBECK ELECTION SERVICES, LLC, an Arizona corporation, whose address is 2800 S. 36th Street, Phoenix, AZ 85034 ("Runbeck") (collectively, the "Parties").

RECITALS

1. In connection with its elections responsibilities, Client desires to access and use TXT2CURE, a module of Runbeck's 2VOTE Mobile Technology Platform ("Software"), for the ability to provide voters with election services.
2. Client will be given complete tutorial training for the use of TXT2CURE, to create and manage mobile initiatives associated with the election platforms.
3. Runbeck desires to grant a license for use of TXT2CURE to Client on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and other good and valuable consideration, the Parties agree as follows:

AGREEMENTS

1. Grant of Software License; Annual Software as a Service Fees; Restrictions

Subject to the Client's ongoing obligations under this Agreement, to include the timely payment of any fees due hereunder, Client has been granted an irrevocable, non-exclusive right and license to install, display, and use the software ("Software"). Title to and ownership of the Software shall at all times remain with Runbeck and neither Client, nor its affiliates, agents, or employees, will reverse engineer or reverse compile any part of the Software without Runbeck's prior written consent. Runbeck does not convey any proprietary interest therein to Client. For the avoidance of doubt, the license granted under this clause shall become revocable in the event that Client materially breaches this Agreement and Client fails to cure within the proscribed cure period. Client shall pay Runbeck an annual Software as a Service ("SaaS") Fee, as specifically set forth in Exhibit "A."

For payment of the required SaaS fees by the Client as set forth in Exhibit "A," Runbeck shall provide to Client updates of any Software licensed hereunder at no additional charge and continue to maintain the Software in accordance with the requirements of the Agreement provided Client continues to pay annual SaaS fees. All payments of this fee shall be made annually on each successive anniversary term of the Agreement. The license for the Software entitles Client to the warranties set forth in the "Warranties" section below but does not otherwise entitle Client to receive maintenance and support or updates to the Software. The SaaS fee is subject to an annual adjustment not to exceed five percent (5%).



2. Training: Installation

If Client's personnel require training in order to properly use the Software, Runbeck will provide such training for all users designated by Client, at a time agreed to by the Parties. All initial training by Runbeck in the proper use of the Software shall be at no additional charge unless a fee for such training is otherwise agreed upon and funds appropriated and certified as available for such purposes by the Client in accordance with the Agreement. Runbeck agrees to install the Software ready for use and in good working order.

3. Availability and Retention of Records

All records relating to the products and services provided under this Agreement and supporting documentation for invoices submitted to Client by Runbeck shall be retained and made available by Runbeck for audit by Client, its duly authorized representatives, the State of Nevada (including, but not limited to, the Auditor of the State of Nevada, Inspector General or duly appointed law enforcement officials) and agencies of the United States government. Such records shall be retained by Runbeck and made available for any time period required by state or federal law.

4. Assignment

The Parties expressly agree that neither shall assign this Agreement without the prior written consent of the other. Runbeck may subcontract services agreed to in this Agreement, but only with the written consent of the Client. All subcontracts are subject to the same terms, conditions, and covenants contained within this Agreement.

5. Governing Law

This Agreement shall be governed, construed, and enforced under the laws of Nevada, notwithstanding any conflicts of laws provisions. Any legal action brought pursuant to this Agreement shall be filed in the courts of Nevada.

6. Integration and Modification

This Agreement, including exhibits (each of which is expressly incorporated herein), embodies the entire Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or contracts, either written or oral, between the Parties to this Agreement. This Agreement shall not be modified in any manner except by an instrument, in writing, executed by the Parties to this Agreement.

7. Severability

If any term or provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

8. Appropriations

Client represents and covenants that: (i) it has, and will have, funds available to pay the Annual Software License Fees, and other financial obligations under this Agreement, including all exhibits hereto, through the end of Client's current fiscal period; and (ii) that it shall use its best efforts to obtain funds to pay any of the foregoing financial obligations for each subsequent fiscal year of the 5-year term of the Agreement. In the event Client's appropriations request to its legislative body or funding authority for necessary funds hereunder is denied, this Agreement, and all exhibits, may be terminated by Runbeck. Client shall make payment of all charges and obligations incurred through the end of the fiscal period for which funds were appropriated. In any such event, Client shall thereupon return to Runbeck all Software and other Runbeck property in its possession.



9. Compliance

Runbeck agrees to comply with all applicable federal, state, and local laws in the conduct of work hereunder. Runbeck accepts full responsibility for payment of all taxes including, without limitation, unemployment compensation, insurance premiums, income tax deductions, social security deductions, and all other taxes or payroll deductions required for all employees engaged by Runbeck in the performance of work under this Agreement.

10. Non-Discrimination

Runbeck certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including, but not limited to, Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, and the Age Discrimination in Employment Act, as amended.

During the performance of this Agreement, Runbeck will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth. Runbeck will take affirmative action to ensure that during employment, all employees are treated without regard to race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth. These provisions apply also to contract workers, such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Runbeck agrees to post in conspicuous places, available to employees and applicants for employment, notices stating Runbeck complies with all applicable federal and state non-discrimination laws.

Runbeck, or any person claiming through Runbeck, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said Runbeck.

11. Independent Relationship

Nothing in this Agreement is intended to, nor shall be deemed to, create a partnership, association, or joint venture between Client and Runbeck in the conduct of the provisions of this Agreement. Runbeck shall at all times have the status of an independent contractor.

12. Waiver

Any waiver by either party of any right, provision or condition under this Agreement shall not be construed or deemed to be a waiver of any other right, provision, or condition of this Agreement, nor a waiver of a subsequent breach of the same right, provision, or condition.

13. Confidential Information

All information owned, possessed, or used by Client, which is communicated to, learned, or otherwise acquired by Runbeck or its employees, agents, or contractors in the performance of the terms of this Agreement shall be deemed and remain Confidential Information. Runbeck shall not, beginning on the date of first association or communication between the Client and Runbeck and continuing through the term of this Agreement and thereafter, disclose, communicate, or divulge to another, or use for Runbeck's own benefit or the benefit of another, any such Confidential Information without the prior written consent of the Client.



14. Risk of Loss

Upon installation of the Software by Runbeck, and Client accepting the terms of the Software license, Client agrees to bear all risk of loss. Runbeck's invoices will conform to the reasonable requirements of the Client. Runbeck's invoices will conform to the format requirements of the Client. Client will pay Runbeck's valid invoices within thirty (30) days after receipt.

15. Force Majeure

In no event shall Runbeck be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, pandemics, epidemics, disease, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that Runbeck shall use reasonable efforts which are consistent with accepted industry practices to resume performance as soon as practicable under the circumstances.

16. Warranty

Runbeck provides the following warranties:

i. Non-Infringement. Runbeck warrants that Runbeck owns the Software, including all associated rights, and has the right to grant Client the license provided pursuant to this Agreement, free from all liens, claims, encumbrances, security interests and other restrictions. Runbeck warrants that the Software does not, and use of the Software will not; infringe any valid patents, copyrights, trademarks, trade secrets, or other proprietary rights of any third parties.

ii. Correction of Defects. In the event of discovery of any material defect in the Software, Client agrees to provide Runbeck with sufficient detail to allow Runbeck to verify and reproduce the error, and Runbeck shall use reasonable diligence to correct such defect. Runbeck shall use its reasonable efforts to promptly respond and thereafter to diagnose and correct the material defect. Runbeck is not responsible for any error in the Software that has been modified by Client without Runbeck's prior written consent. Client's sole remedy in the event of a breach of this warranty is to require that Runbeck correct any material defects.

iii. Performance of Services. Runbeck represents and warrants that all services provided by Runbeck to Client will be performed in a timely, competent, and workmanlike manner. Runbeck further represents and warrants that it has a sufficient number of competent, qualified employees to provide the Services to support the Software.

EXCEPT FOR THE WARRANTIES PROVIDED HEREIN, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," AND RUNBECK HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE CONCERNING THE SOFTWARE, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

17. Limitation of Runbeck Liability

Runbeck shall not be responsible for the Software's operation or failure to operate, to the extent such operation or failure results from, arises out of, or is related to Client's improper or negligent use or operation of the Software. IN NO EVENT SHALL RUNBECK BE LIABLE TO CLIENT OR TO ANY THIRD PARTY, FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR OTHER CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.



18. Indemnification

Runbeck agrees to indemnify and hold harmless Client from and against any and all losses, damages, injuries, claims, demands and expenses, including legal expenses, caused by the sole negligence or intentional misconduct of Runbeck with respect to its obligations under this Agreement.

Runbeck further agrees to defend, indemnify, and hold harmless Client from and against any claim, suit, demand, or action alleging the Software, or any component thereof, infringes any copyright, trade secret, U.S. patent or any other proprietary right of any third party, and Runbeck shall indemnify Client against any judgment, award or amount paid in settlement to which Runbeck has agreed. Client shall provide Runbeck prompt written notice of such claim, suit, demand, or action and shall cooperate with Runbeck in the defense and settlement thereof. Runbeck shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof.

If a temporary or a final injunction is obtained against Client's use of Software by reason of an infringement of a copyright, trade secret, or other proprietary right, Runbeck will, at its option and expense, either:

1. Procure for Client the right to continue using the Software; or
2. Replace or modify Software, or such infringing portion thereof, so that it no longer infringes such copyright, trade secret, or other proprietary right

19. No Third-Party Beneficiary

Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in this Agreement allows any claim or right of action in any third person or entity. Any person or entity other than Client or Runbeck receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.

20. Notices

All written notices required under this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid as follows:

By Runbeck to: Washoe County
1001 E. Ninth Street
Reno, NV 89512
Attention: Cari-Ann Burgess Interim
ROV

To Runbeck: Runbeck Election Services, LLC
2800 S. 36th Street
Phoenix, Arizona 85034
Attention: Rizwan Fidai
Vice President of Sales

With a copy to: Andrei Toma
8325 W Happy Valley Rd, Suite 220
Peoria, Arizona 85383

Notices hand delivered or sent by overnight courier are effective upon delivery; notices sent by certified mail are effective upon receipt; and notices sent by U.S. mail are effective upon the expiration of five (5) mail delivery days from deposit (postmarked) with the U.S. Postal Service.



21. Runbeck's Confidential Information

Runbeck represents that the Software and related documentation provided under this Agreement, including, but not limited to, the Source Code, the software design, structure and organization, the user interface and the engineering know-how implemented in the software (collectively "Runbeck Confidential Information") constitute the valuable properties and trade secrets of Runbeck, embodying substantial creative efforts which are secret, confidential, and not generally known by the public. Client agrees to hold Runbeck's Confidential Information, including any copies thereof and any documentation related thereto, in strict confidence and to not permit any unauthorized person or entity to obtain access to it to the extent permitted under applicable law. Within this context, Client agrees not to disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available Runbeck Confidential Information or any part thereof to any other party in any form of media for any purpose other than performing its obligations under this Agreement. Client further agrees not to disclose or distribute to any other party, in whole or in part, Runbeck Confidential Information without written consent from Runbeck.

22. No Construction Against Drafting Party

The Parties and their respective counsel have had the opportunity to review this Agreement, and the Agreement will not be construed against any party merely because this Agreement was prepared by a particular party.

23. Successors and Assigns

The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

24. Time is of the Essence

The Parties agree that in the performance of the terms of this Agreement, time shall be of the essence, it being understood by the Parties that the Software and its components, and Runbeck's services related thereto, are essential to the Client's ability to conduct statewide and local elections.

25. Attorneys' Fees

In the event of a litigation action to enforce, or arising from, the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs incurred in the action.

26. Term and Renewal

The 5-year term of the Software License, Support Services provisions shall commence on the date of execution of this Agreement. Contract renewal, irrespective of the length of the renewal term, may require a new and updated SaaS agreement.

27. Breach

Subject to the terms of the Agreement, in the event Client commits a material breach of its obligations under this Agreement and any exhibits hereto, including a failure to timely pay any SaaS fees, and Client fails to cure the breach within sixty (60) days after receiving notice thereof, Runbeck may terminate this Agreement effective upon delivery of written notice to Client. In any such event, Client shall thereupon return to Runbeck all Software and other Runbeck property in its possession.



IN WITNESS WHEREOF, the Parties have signed this Agreement to be effective as of the date of full execution by the Parties.

Runbeck Election Services, LLC

Washoe County, Nevada

Signed by:  DocuSigned by:
894F17320B0C4D2...



Printed Name: Rizwan Fidai

Cari-Ann Burgess

Title: Vice President of Sales

Interim Registrar of Voters

Date: 7/26/2024

7/26/2024

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Exhibit to follow



EXHIBIT A
Invoice Schedule

(SOFTWARE AS A SERVICE AGREEMENT by and between Washoe County and Runbeck Election Services, LLC)

Invoice To: Washoe County
1001 E. Ninth Street
Reno, NV 89512
Attention: Cari-Ann Burgess
Interim ROV

Platform setup and management:

- TXT2CURE Module
 - Full voter integration
 - Full county integration
 - Non-exclusive usage of the brand TXT2CURE, with the keywords: Washoe County
- Mutually agreed upon content integration through Client's mobile web site

FOR INVOICING PURPOSES:

2VOTE Mobile Technology Platform	Year 1 (2024-2025)	Year 2 (2025-2026)	Year 3 (2026-2027)	Year 4 (2027-2028)	Year 5 (2028-2029)
TXT2CURE - Software as a Service* (Tier 5 – 205k-500k RV)	\$30,000.00	\$31,500.00	\$33,075.00	\$34,728.00	\$36,464.00
"2VOTE Promo 2024 (50% Discount Off Initial TXT2CURE Pricing) ****"	<\$15,000.00>	<\$15,000.00>	<\$15,000.00>	<\$15,000.00>	<\$15,000.00>
Total	\$15,000.00	\$16,500.00	\$18,075.00	\$19,728.00	\$21,464.00

NOTES
Any applicable taxes are the sole responsibility of the Client
*Subject to an annual fee adjustment of five percent (5%), per section 1 of Agreement
2VOTE Communications Platform – Set-up/PDF/Data/Design Change Fee: \$1,500 per occurrence
2VOTE Communications Platform - Per Language Fee (3 languages included) - \$1,500.00

