SERVICE AGREEMENT
Between
LIBERTY COUNTY, TX
&
SOE SOFTWARE CORPORATION

PREAMBLE

This SERVICE AGREEMENT (the "Agreement") is entered into as of this 14th day of June, 2016 ("Effective Date"), by and between **SOE SOFTWARE CORPORATION (d/b/a SCYTL)**, a corporation existing under the laws of Florida, with principal offices at 5426 Bay Center Drive, Suite 525, Tampa" Fl 33609 ("SCYTL"), and **LIBERTY COUNTY, TX** a corporation with principal offices at 1923 Sam Houston St., Liberty, TX 77575 ("CUSTOMER"). Collectively, SCYTL and CUSTOMER shall be referred to as the "Parties" and each separately as the "Party".

RECITALS

A. SCYTL is a technology company specializing in the development and commercialization of highly secure electoral and e-democracy solutions, and in the provisioning of related products and services. SCYTL has developed and is the rightful owner of an Election Night Reporting (hereinafter referred to as ENR or the Software).

B. CUSTOMER desires to retain SCYTL to provide a license on the Software and related services for its 2016 thru 2018 elections in accordance with the proposal prepared by SCYTL and submitted to the CUSTOMER on June 14 which is attached hereto as Appendix 1, being integral part of this Agreement (hereinafter referred to as the Proposal).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth below, the PARTIES agree as follows:

ARTICLE 1 – SERVICES AND SCOPE OF WORK

1.1. CUSTOMER hereby appoints and authorizes SCYTL to provide the services set forth in the Proposal. SCYTL hereby accepts the appointment and shall use its best efforts to perform its obligations under this Agreement and to provide the services in accordance with the timings, service level requirements and specification set forth in the Proposal.

1.2. CUSTOMER acknowledges that SCYTL's ability to deliver the services described in the Proposal is dependent upon CUSTOMER's full and timely cooperation with SCYTL, as well as the accuracy and completeness of any information and data CUSTOMER provides SCYTL.

1.3. SCYTL will not be liable for any delays to the delivery schedule specified in the Proposal caused by CUSTOMER or resulting from CUSTOMER's failure to fulfill any of its obligations.

ARTICLE 2 – SERVICE FEE AND PAYMENT

2.1. For the services to be performed by SCYTL under this Agreement SCYTL will charge CUSTOMER the Fees set forth in the Proposal. The Fees include the temporary license for the Software and all the services to be provided by SCYTL in accordance with the Proposal except for optional services and onsite support during elections, which may be requested by the CUSTOMER upon agreement on the relevant fees.

2.2. SCYTL shall invoice the Fees according to the Proposal.

2.3. CUSTOMER shall pay the invoices within thirty (30) days from the invoice date.

2.4. If the CUSTOMER does not pay an invoice by the due date for payment, SCYTL may charge and the CUSTOMER shall pay in conjunction with the unpaid amount, interest at the rate lesser of 2% per month or the maximum rate permitted by law, calculated on the daily balance of the unpaid amount from the due date for payment until that unpaid amount (including accrued interest) is paid in full.

ARTICLE 3 – CHANGE REQUEST

3.1. A "Change Request" means an agreed upon change or modification to the services described in the Proposal.

3.2. Either PARTY may request a Change Request but all Change Requests must be in writing and prepared by SCYTL. Change Requests must be processed as soon as it is reasonably possible.

3.3. All Change Requests must be mutually agreed by the PARTIES. Pending such agreement, SCYTL will continue to perform and be paid as if such the Change Request had not been requested or recommended.

3.4. Change Requests will be documented and will include the following: (i) a description of any additional work to be performed and/or changes to the performance required of either PARTY; (ii) the estimated timetable to complete the work specified in the Change Request and the impact, if any, on the delivery schedule, pricing and payments; (iii) specific individuals with management and coordination responsibilities; (iv) the documentation to be modified or supplied as part of the work.

ARTICLE 4 – CUSTOMER DATA

4.1. As between SCYTL and the CUSTOMER, the CUSTOMER exclusively owns all rights, title and interest in and to all its Data.

4.2.   SCYTL shall not access CUSTOMER's Data, except to prevent or respond to service or technical problems or otherwise at CUSTOMER request. SCYTL shall not disclose any Customer Data except as compelled by law or as expressly permitted in writing by Customer.

ARTICLE 5 – DATA PROTECTION

5.1.   In order to provide maintenance and any support services, if so requested, under this Agreement SCYTL may need to have access or process personal data under the control of the CUSTOMER. In that case, SCTYL, as data processor, undertakes to comply with the requirements set forth in the applicable data protection laws and regulations and, in particular:

   a. to process the personal data only in accordance with the instructions provided by the CUSTOMER as data controller;
   b. to not apply or use the personal data for a purpose other than set out in this Agreement, and;
   c. to not communicate the personal data to other persons even for their preservation.

5.2.   SCTYL warrants to have in place the required security measures to avoid loss or unauthorized access or use of the personal data to be processed by SCTYL on behalf of the CUSTOMER under this Agreement.

5.3.   Upon termination of this Agreement pursuant to Article 5, SCYTL shall destroy or return to the CUSTOMER personal data processed by SCYTL on behalf of the CUSTOMER under this Agreement together with any support or document containing personal data.

ARTICLE 6 – CUSTOMER RESPONSABILITES

6.1.   CUSTOMER is responsible for all activities that occur in its account and for its compliance with this Agreement.

6.2.   CUSTOMER shall, notwithstanding other obligations set forth in this Agreement: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all CUSTOMER Data (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Software, and notify SCYTL promptly of any such unauthorized access or use; (iii) comply with all applicable local, state, provincial, federal and foreign laws in using the Software; (iv) provide SCYTL with the required information in a proper and timely manner; (v) comply with all reasonable instructions/recommendations from SCYTL provided in operating documentation or otherwise in writing; and (vi) put in place and maintain effective security measures to safeguard the Software and the operating documentation from access or use by any unauthorized person.

6.3.   Furthermore, the CUSTOMER acknowledges that SCYTL shall be relying on the CUSTOMER's cooperation to perform its obligations under this Agreement.

CUSTOMER agrees to cooperate with SCYTL so as not to hinder or prevent the performance by SCYTL of its obligations under this Agreement.

ARTICLE 7 – LICENSE AND INTELLECTUAL PROPERTY RIGHTS

7.1. Grant of License Subject to the terms and conditions of this Agreement and payment of the Fees, SCYTL hereby grants CUSTOMER a non-exclusive, non-perpetual, non-transferable, non-sublicensable license for the use of the Software for the term and the purpose of the Project and in accordance with the Proposal.

7.2. Reservation of Rights The Software is licensed, not sold. SCYTL and affiliates own and shall retain all right, title and interest (including without limitation all patent rights, copyrights, trademark rights, trade secret rights and all other intellectual property rights), in and to the Software and any copies, corrections, bug fixes, enhancements, modifications, updates, upgrades, or new versions thereof. The CUSTOMER shall keep the Software free and clear of all liens, encumbrances and/or security interests. No rights are granted to the CUSTOMER pursuant to this Agreement other than as expressly set forth in this Agreement.

7.3. Restrictions The CUSTOMER shall not (and shall not allow the voters and/or any other permitted user or any third party) to: (a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Software and its documentation, except to the extent that such restriction is permitted by applicable law; (b) circumvent any user limits or other license timing or use restrictions that are built into the Software; (c) sell, resell, rent, lend, transfer, distribute, license, sublicense or grant any rights in the Software and its documentation in any form to any person; (d) remove any proprietary notices, labels, or marks from the Software and/or its Documentation; (e) unbundle any component of the Software and/or its documentation; (f) build a product or service that is competitive with the Software; (g) copy any ideas, features, functions or graphics of the Software and/or its documentation; (h) copy, frame or mirrow any part of the Software; (i) permit any third party to access the Software or (i) use the Software and/or its Documentation in violation of applicable laws.

ARTICLE 8 – TERM AND TERMINATION

8.1. The term of this Agreement shall be effective as of the Effective Date and shall remain in full force and effect until completion of the services set forth in Appendix 1 and the full payment of the Fees set forth in Article 2.

8.2. This Agreement may be terminated, for cause upon thirty (30) calendar days prior written notice in the event a PARTY hereto:

a. is in material breach of this Agreement and fails to remedy such breach within thirty (30) calendar days after receipt of prior written notice by the non-defaulting Party pursuant Article 15.1 of this Agreement;
b. becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

8.3. Upon termination or expiration of this Agreement the CUSTOMER shall unless otherwise set forth in this Article immediately cease the use of the Software and if applicable delete and/or destroy all copies of the Software from its servers and systems.

8.4. Termination shall not relieve the CUSTOMER of the obligation to pay any fees accrued or payable to SCYTL prior to the effective date of termination. Upon termination, CUSTOMER will pay SCYTL for all work performed and charges and expenses incurred by SCYTL up to the date of termination.

8.5. Notwithstanding the termination of this Agreement Articles 9, 11 and 13 shall survive.

8.6 Commitment of Current Revenue
Pursuant to Article XI Section 7 of the Texas Constitution and Section 271.903 of the Local Government Code, the County retains the continuing right to terminate this Contract at the expiration of each budget period. This contract is conditioned on the Best efforts attempt of the County to obtain and appropriate funds within each budget Period for the payment of the contract.

ARTICLE 9 – INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION

9.1. Subject to this Agreement, SCYTL shall defend, indemnify and hold the CUSTOMER harmless against any loss, damage or costs (including reasonable legal fees) incurred in connection with claims, demands, suits, or proceedings made or brought against the CUSTOMER by a third party alleging that the use of the Software as contemplated hereunder infringes the intellectual property rights of a third party (each an "Infringement Claim"); provided, that the CUSTOMER (a) promptly gives written notice of the Infringement Claim to SCYTL; (b) gives SCYTL sole control of the defense and settlement of the Infringement Claim (provided that SCYTL may not settle or defend any Infringement Claim unless it unconditionally releases Customer of all liability); and (c) provides to SCYTL all reasonable assistance and information.

9.2. If (a) SCYTL becomes aware of an actual or potential Infringement Claim, or (b) CUSTOMER provides SCYTL with notice of an actual or potential Infringement Claim, SCYTL may (or in the case of an injunction against CUSTOMER, shall), at SCYTL' sole option and determination: (i) procure for CUSTOMER the right to continue to use the Software; or (ii) replace or modify the Software with equivalent or better Software so that CUSTOMER's use is no longer infringing; or (iii) if (i) and (ii) are not commercially reasonable, as determined by SCYTL in its sole discretion, terminate the license(s) for such Software and refund to CUSTOMER all paid Fees.

9.3. The indemnity in this Article does not extend to (1) any Infringement Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by the combination of the Software furnished by SCYTL with other products or services not provided or approved by SCYTL; (2) any Infringement Claim related to or in connection with any modification of the Software by anyone other than SCYTL; (3) any Infringement Claim in respect to any version of the Software other than the most current version; or (4) any use, distribution, sublicensing

or exercise of any other right outside the scope of the license granted in this Agreement.

ARTICLE 10 – WARRANTIES

10.1. SCYTL warrants that it is the owner of the Software which is free of any charges or encumbrances that would prevent CUSTOMER from using it as specified in this Agreement, and that the use of the Software by CUSTOMER as specified in this Agreement is not an infringement of the Intellectual Property rights of third parties.

10.2. SCYTL warrants that the Software will operate in accordance with the Requirements and Specifications specified in the Proposal.

10.3. In the event that any defect, error or malfunction is observed in the Software during the term of this Agreement, SCYTL undertakes to provide, at no additional cost to CUSTOMER, any services required in order to repair any defects, errors or malfunctions in the Software that might impede its operation in accordance with requirements of the Software. Likewise, CUSTOMER undertakes to co-operate reasonably with SCYTL in its provision of the services provided under this warranty.

10.4. Except for the warranties established in this Article 10, SCYTL does not commit to any other warranties in relation to the Software.

10.5. SCYTL is not obliged to provide the warranty repairs specified in this Article 10 in cases when the defects, errors and malfunctions of the Software are due to the following causes (whenever those causes are not attributable to SCYTL, its providers, sub-contractors or agents):

   a) Implementation, installations, maintenance, repair, use or replacement by CUSTOMER, its providers, sub-contractors or agents without complying with this Agreement or with reasonable instructions or written consent from SCYTL;
   b) Accident, negligence, abuse, bad usage, user error by CUSTOMER, its providers, sub-contractors or agents.

10.6. The warranties set forth in this Article 10 shall be valid and shall be in force for the term of this Agreement.

ARTICLE 11 – LIMITATION OF LIABILITY

11.1. LIMITED LIABILITY IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF CUSTOMERS OR CLIENTS, LOSS OF GOODWILL OR LOSS OF PROFITS ARISING IN ANY MANNER FROM THIS AGREEMENT AND THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS HEREUNDER.

11.2. Limitation of SCYTL's Liability Except for the intellectual property indemnification set forth in Article 9, to the extent SCYTL is held legally liable to CUSTOMER, SCYTL's

liability is limited to the actual payments received from CUSTOMER.

ARTICLE 12 – NATURE OF THE RELATIONSHIP BETWEEN THE PARTIES

12.1. Nothing in this Agreement shall be deemed to create an agency relationship or the relationship of employer and employee, master and servant, franchiser and franchisee, partnership or joint venture between the PARTIES.

12.2. It is understood that the relationship between the PARTIES shall be that of independent contractors.

ARTICLE 13 – CONFIDENTIAL

13.1. Each PARTY agrees and shall undertake to ensure that any and all information received by it in connection with this Agreement which is derived from the Agreement or another PARTY (however acquired and in whatever form) and which is designated by means of appropriate text to be or otherwise should be seen to be of a proprietary or confidential nature shall be treated by it as confidential, and neither PARTY shall disclose all or any part of it to any third-party or otherwise seek to exploit all or any part of it without the prior written consent of the other PARTY. This Article 13 shall not apply to information which at any time comes into the public domain through no fault of any PARTY.

13.2. Each PARTY agrees to make all reasonable efforts to prevent any of its employees or personnel or any other person(s) from obtaining or making any unauthorized use of, or affecting any disclosure of, any confidential information.

13.3. Any confidential information furnished by a PARTY shall remain the property of the PARTY from which it is derived and, upon termination of this Agreement for any cause whatsoever, the other PARTY shall cease to use the same and shall destroy or return the same to the PARTY from which it is derived together with all related documents and copies.

13.4. Notwithstanding Article 8 with respect to the term of this contract, the obligations in this Article 13 shall bind the PARTIES during the term of this Agreement and for three (3) years after this Agreement is terminated for whatever cause.

13.5. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information which (a) was known to the Recipient before receipt from the Discloser; (b) is or becomes publicly available through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by the Recipient without a breach of this Agreement; or (f) is disclosed by the Recipient, without a confidentiality requirement imposed on the third party receiving the disclosure, with the Discloser's prior written approval. If a Recipient is required by a government body or court of law to disclose Confidential Information, the Recipient agrees to give the Discloser reasonable advance notice so that Discloser may contest the disclosure or seek a protective order.

ARTICLE 14 – NOTICE

14.1. All notices given pursuant to this Agreement shall be given personally or be sent by facsimile, e-mail or hand delivery; or by express delivery/courier service to a PARTY's address set forth in Articles 14.2 and 14.3, with all postage or other charges of conveyance prepaid and shall be effective upon the actual receipt thereof.

14.2. Unless and until otherwise notified to SCYTL, CUSTOMER's address for the purposes of this agreement shall be:

>   **LIBERTY COUNTY, TX**
>   1923 Sam Houston St.
>   Liberty, TX 77575
>   USA
>   Attention: Paulette Williams
>   Email: paulette.williams@co.liberty.tx.us

14.3. Unless and until otherwise notified to CUSTOMER, SCYTL's address for the purposes of this agreement shall be:

>   **SOE SOFTWARE CORPORATION**
>   5426 Bay Center Drive, Suite 525
>   Tampa, Fl 33609
>   USA
>   Attention: Marc Fratello, GM NA
>   Email: marc.fratello@scytl.com
>
>   With copy to:
>   Scytl Secure Electronic Voting S. A.
>   1-3 Plaça Gal·la Placídia
>   08006 Barcelona
>   Spain
>   Attention: Mrs. Sílvia Caparrós de Olmedo, Corporate Counsel
>   Email: silvia.caparros@scytl.com

14.4. Any of the PARTIES may modify its address and/or email addressed for the purpose of communications and notifications by sending notice to the other PARTY as specified in this Article 14, effective seven (7) business days after the sending of the notice of modification.

ARTICLE 15 – OTHER PROVISIONS

15.1. Cure: Any failure by a Party to meet any of its obligations under this Agreement, must be brought to the other Party's attention, in writing. The defaulting Party shall have thirty (30) days after receiving such notification to cure such failure and meet its obligations.

15.2. No Waivers: The failure of either Party to exercise any of its rights hereunder upon breach by the other Party or any condition, covenant or provision contained in this Agreement shall not be construed as a waiver thereof, nor as a waiver of the same or any other default subsequently occurring.

15.3. Headings: The headings of the articles and sections in this Agreement are used for the convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meanings of the Parties.

15.4. Severability: If any provision of this Agreement is determined to be unenforceable, the remaining provisions of the Agreement shall remain in effect to the extent possible in the absence of the unenforceable provision.

15.5. Authority: Each Party represents and warrants that the undersigned has full authority to execute this Agreement and to bind the Party to the terms and provisions herein.

15.6. Force Majeure: Neither Party shall be responsible for any failure to perform hereunder due to unforeseen circumstances or cause beyond the non-performing Party's reasonable control including, without limiting the foregoing, an act of God or the elements, fire, flood, or accidents, an act of war or conditions arising out of or attributable to war, laws, rules, and regulations of any governmental authority, procedures relating to environmental matters, delay in the issuance of required permits or approvals with respect to any operations or activities, or any other matters or conditions which are beyond the reasonable control of such Person, whether or not similar to the matters and conditions herein specifically enumerated. This Article 11.6 does not apply to excuse a failure to make payments when due for completed services.

15.7. Disputes: The Parties shall exercise their best efforts to settle amicably any claim, controversy, or dispute (hereinafter collectively "Disputes") concerning questions of fact or law arising out of or relating to this Agreement or to performance of either Party hereunder. The Parties agree that in any action related to this Agreement, the prevailing Party shall be entitled to recover its reasonable lawyers' fees and costs from the non-prevailing Party.

15.8. Governing Law: The Agreement and the rights and liabilities of the Parties hereunder shall be governed by and construed in all respects in accordance with the laws of State of Florida (USA).

15.9. Jurisdiction: Any dispute arising out of or relating to the Agreement shall be submitted and finally resolved by the Courts of Hillsborough County, Florida.

15.10. Entire Agreement: This Agreement contains the entire agreement between the Parties related to the transaction contemplated hereby, and all prior or contemporaneous agreements and understandings, oral or written (including, without limitation, any correspondence, proposed drafts or term sheets) are merged herein and superseded hereby. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless done so in writing and signed by both Parties.

15.11. Further Assurances: The Parties shall, at any time upon request of the other and without further consideration, take such actions or cause to take such actions and

execute, acknowledge and deliver such agreements, contracts, licenses or other documents, as may be reasonably necessary to give effect to the purposes of this Agreement.

15.12. Transfer of Right: Neither Party shall transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. Consent shall not be unreasonably withheld.

15.13. Counterparts: This Agreement may be executed in two or more counterparts and to one sole effect. Each counterpart shall become binding when the other(s) has or have been signed as if it had been signed by each Party. Facsimile signatures shall be considered original signatures for the purposes of execution and enforcement of the rights and obligations described herein.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on this date first written above intending to be bound thereby.

SOE SOFTWARE CORPORATION

By _____

CUSTOMER

By _Paulette Williams_

Authorized Signature
Marc Fratello, GM NA

Authorized Signature
Paulette Williams

ACORD™   CERTIFICATE OF LIABILITY INSURANCE

	DATE (MM/DD/YYYY)
	4/02/2020

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

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

PRODUCER	CONTACT NAME: Jennifer Fronk		
Edgewood Partners Ins. Center	PHONE (A/C, No, Ext): 678-957-2514		FAX (A/C, No):
2405 Satellite Blvd., Ste. 200			
Duluth, GA 30096	E-MAIL ADDRESS: jennifer.fronk@epicbrokers.com		
770 232-0202	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Atlantic Specialty Insurance Company		27154
INSURED	INSURER B : Lloyds of London		A85202
SCYTL USA LLC	INSURER C :		
1111 N. Westshore Blvd	INSURER D :		
Tampa, FL 33607	INSURER E :		
	INSURER F :		

COVERAGES   CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	7110170700000	03/31/2020	03/31/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			7110170700000	03/31/2020	03/31/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			7110170700000	03/31/2020	03/31/2021	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional		X	CT1200520	03/31/2020	03/31/2021		

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

CERTIFICATE HOLDER	CANCELLATION
Liberty County 1923 Sam Houston Street Liberty, TX 77575	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	[signature]

ACORD 25 (2016/03)   1 of 1   The ACORD name and logo are registered marks of ACORD
#S2118867/M2111171   DTAY1

COMMISSIONERS COURT OF LIBERTY COUNTY, TEXAS
MINUTES OF REGULAR MEETING

AUGUST 13, 2019

THE STATE OF TEXAS	§
	§
COUNTY OF LIBERTY	§

BE IT REMEMBERED that at 9:00 A.M. on **TUESDAY, AUGUST 13, 2019,** a **REGULAR SESSION** of the Commissioners Court of Liberty County, Texas, with the following being present, to wit:

Present: County Judge Jay Knight
Commissioner, Precinct 1, Bruce Karbowski
Commissioner, Precinct 2, Greg Arthur
Commissioner, Precinct 3, James "Boo" Reaves
Commissioner, Precinct 4, Leon Wilson
County Clerk Lee Haidusek Chambers

Absent:

Others Present: Dwayne Gott, County Auditor
Harold Seay, County Purchaser
David Douglas, County Engineer
Bobby Rader, Sheriff
Richard Brown, Tax Assessor-Collector
Kim Harris, Treasurer

PUBLIC FORUM: West Woodland Hills Residents: James Martin; Lynn Kelly; Theresa Abner; and Michael Whitaker; regarding growing drug-related crimes in area.

New Agri-Life Cooperative Extension through Prairie View A&M appointee – Isha Jones.

NOTICES AND PROCLAMATIONS: None.

I.   CONSENT AGENDA:

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the Consent Agenda in order that the Court discuss and act upon it individually as part of the Regular Session.

1. **APPROVAL OF MINUTES FOR COMMISSIONERS COURT** ON JULY 23, 2019, WORKSHOP JULY 23, 2019
2. **WARRANTS PAYABLE**
3. **BUDGET AMENDMENTS**
   - 75TH DISTRICT COURT: LINE ITEM TRANSFER FROM COURT APPOINTED ATTY TO CRT APP FELONY/CRT APP APPEAL) CRT APP CAPITAL/EDUCATION
   - 253RD DISTRICT COURT: LINE ITEM TRANSFER FROM COURT APPOINTED ATTY TO CRT APP FELONY/ CRT APP APPEAL/ EDUCATION / AUTO EXPENSE
   - CONSTABLE #3: LINE ITEM TRANSFER FROM OFFICE EXP TO AUTO REPAIR
   - CONSTABLE #5: LINE ITEM TRANSFER FROM PHONE ALLOWANCE TO CAPITAL OUTLAY AND FROM FUEL TO CAPITAL OUTLAY "
   - CONSTABLE PCT #3: APPROVE INTERMEDIATE CERTIFICATE PAY FOR BENITO A. PEREZ AND TAMARA R. BISHOP
   - CONSTABLE PCT #4: LINE ITEM TRANSFER FROM CAPITAL OUTLAY & FUEL TO OFFICE SUPPLIES & AUTO REPAIRS
   - CONSTABLE PCT#1: LINE ITEM TRANSFER FROM FUEL/ EDUCATION & TRAINING/ CERTIFICATE PAY TO AUTO REPAIR AND MAINTENANCE
   - DISTRICT ATTORNEY: NEW HIRE: CERTIFICATE PAY FOR KING MERRITT $1800/YEAR
   - JP #1: LINE ITEM TRANSFER FROM EDUCATION & TRAINING TO OFFICE EXPENSE/ FROM PHONE ALLOWANCE TO OFFICE EXPENSE
   - JP #3: LINE ITEM TRANSFER FROM CONTINGENCY TO OFFICE LEASE
4. **MONTHLY REPORTS**
   - LIBERTY CONSTABLE PCT #2 - JUNE 2019
   - LIBERTY COUNTY JP #1 - JUNE 2019
   - LIBERTY COUNTY.IP#3 - JUNE 2019
   - LIBERTY COUNTY INDIGENT HEALTH - JUNE/ JULY 2019
   - LIBERTY COUNTY CONSTABLE PCT #6 - JUNE 2019
   - LIBERTY COUNTY CONSTABLE PCT #4 - JUNE 2019
   - LIBERTY COUNTY CONSTABLE PCT #5 - JUNE 2019
   - LIBERTY COUNTY DISTRICT ATTORNEY - JUNE 2019
   - LIBERTY COUNTY JP #4 - JUNE 2019
   - LIBERTY COUNTY JP #2 - JUNE 2019
   - LIBERTY COUNTY JP #5 - JUNE 2019
   - LIBERTY COUNTY JP #6 - **MAY/** JUNE/ JULY 2019
5. **PAYROLL CHANGES**
- DISTRICT ATORNEY: NEW HIRE: CERTIFICATE PAY FOR KING MERRIIT $1 800/YEAR
- CONSTABLE PCT #3: APPROVE INTERMEDIATE CERTIFICATE PAY FOR BENITO A. PEREZ AND TAMARA R. BISHOP
- LCSO: APPROVE CERTIFICATE PAY FOR RABONNA YOUNG /DARRELL ELLIOT: PAY OFF UNUSED VAC / HOLIDAY / COMP TIME: $28,055.29 /JESSICA PARHAM: PAY VAC: $1 006.74
- PCT #4: CANDY LADRIGUE: PAY VACATION $11 21.48 /TERRY SLAUGHTER: PAY VAC & COMP TIME $1 121.87 / ERIC VINING PAY VAC & COMP TIME $3359.86

CONSENT AGENDA AMENDMENTS:
- R&B PCT. 1- ROAD MATERIAL TO REPAIRS/MAINTENANCE: $2700.00
- DISTRICT ATTORNEY - KOBY HOFFPAUIR TRAINING REIMBURSEMENT: $420.00

MOTION TO APPROVE ALL ITEMS IN THE CONSENT AGENDA AS AMENDED IN COURT:
    MOTION BY: Greg Arthur
    SECOND BY: Bruce Karbowski
    AYE: Bruce Karbowski, Greg Arthur, James "Boo" Reaves, Leon Wilson
    NAYE: None
    ABSENT:
    ATTACHMENTS:

II.   DISCUSS AND TAKE ACTION REGARDING ACCEPTING BID #19-07 FOR AIR BOAT FOR PCT 3—COMMISSIONER PCT. 3 JAMES REAVES

MOTION TO APPROVE BID #19-07 FOR AIR BOAT FOR PCT 3
    MOTION BY: Bruce Karbowski
    SECOND BY: Greg Arthur
    AYE: Bruce Karbowski, Greg Arthur, James "Boo" Reaves, Leon Wilson
    NAYE: None
    ABSENT:
    ATTACHMENTS:

III.   DISCUSS AND TAKE ACTION REGARDING INTERLOCAL AGREEMENT BETWEEN LUBBOCK COUNTY, TX AND LIBERTY COUNTY, TX PURSUANT TO THE FAIR DEFENSE ACT, TX CRIMINAL PROCEDURE 26.044(B) & TEXAS GOVERNMENT CODE CHAPTER 791—COUNTY JUDGE JAY KNIGHT

MOTION TO TAKE NO ACTION.
    MOTION BY: Greg Arthur
    SECOND BY: Bruce Karbowski
    AYE: Bruce Karbowski, Greg Arthur, James "Boo" Reaves, Leon Wilson
    NAYE: None
    ABSENT:
    ATTACHMENTS:

IV.   DISCUSS ANDTAKE ACTION REGARDING FILING OF ANNUAL CONTINUING
      EDUCATION CERTIFICATE OF COMPLETION WITH COMMISSIONERS
      COURT OF THE COUNTY IN WHICH THE COUNTY ASSESSOR/COLLECTOR
      HOLDS—TAX ASSESSOR/COLLECTOR RICHARD BROWN

      MOTION TO ACCEPT ANNUAL CONTINUING EDUCATION CERTIFICATE OF
      COMPLETION FILED WITH COMMISSIONERS COURT OF THE COUNTY IN
      WHICH THE COUNTY ASSESSOR/COLLECTOR HOLDS
            MOTION BY: Greg Arthur
            SECOND BY: James Reaves
            AYE: Bruce Karbowski, Greg Arthur, James "Boo" Reaves, Leon Wilson
            NAYE: None
            ABSENT:
            ATTACHMENTS:

V.   DISCUSS AND TAKE ACTION REGARDING IMPOSITION OF OPTIONAL FEES
      FOR CALENDAR YEAR 2020 FOR TEXAS DMV—TAX ASSESSOR /COLLECTOR
      RICHARD BROWN

      MOTION TO APPROVE IMPOSITION OF OPTIONAL FEES FOR CALENDAR YEAR
      2020 FOR TEXAS DMV
            MOTION BY: Greg Arthur
            SECOND BY: James Reaves
            AYE: Bruce Karbowski, Greg Arthur, James "Boo" Reaves, Leon Wilson
            NAYE: None
            ABSENT:
            ATTACHMENTS:

VI.   DISCUSS AND TAKE ACTION REGARDING WAIVER OF PENALTY AND
      INTEREST ON ACCOUNT #9700022 IN THE AMOUNT OF $7.74 FOR TAX
      PAYER, ESTATE OF MARCIA KAYE CESSNA, LOYE F CARTER, EXECUTOR—
      TAX ASSESSOR/COLLECTOR RICHARD BROWN

      MOTION TO APPROVE WAIVER OF PENALTY AND INTEREST ON ACCOUNT
      #9700022 IN THE AMOUNT OF $7.74 FOR TAX PAYER, ESTATE OF MARCIA KAYE
      CESSNA, LOYE F CARTER, EXECUTOR
            MOTION BY: Bruce Karbowski
            SECOND BY: James Reaves
            AYE: Bruce Karbowski, Greg Arthur, James "Boo" Reaves, Leon Wilson
            NAYE: None
            ABSENT:
            ATTACHMENTS:

VII. DISCUSS AND TAKE ACTION TO APPROVE THE PURCHASE, AN AMOUNT UP TO $41,000, FOR SERVERS FOR THE LIBERTY COUNTY SHERIFF'S OFFICE FOR THE TRANSITION TO TYLER'S INCODE CAD AND CASE MANAGEMENT SYSTEM—COUNTY ATTORNEY MATTHEW POSTON

MOTION TO TAKE NO ACTION AT THIS TIME.
    MOTION BY: Bruce Karbowski
    SECOND BY: Greg Arthur
    AYE: Bruce Karbowski, Greg Arthur, James "Boo" Reaves, Leon Wilson
    NAYE: None
    ABSENT:
    ATTACHMENTS:

VIII. DISCUSS AND TAKE ACTION REGARDING FINAL ACCEPTANCE OF ROADS TO COUNTY MAINTENANCE AND RELEASE OF MAINTENANCE BOND IN GRAND SAN JACINTO 1-6 AS REQUESTED BY COLONY RIDGE DEVELOPMENT, LLC—COMMISSIONER PCT. 3 JAMES REAVES

MOTION TO APPROVE FINAL ACCEPTANCE OF ROADS TO COUNTY MAINTENANCE AND RELEASE OF MAINTENANCE BOND IN GRAND SAN JACINTO 1-6 AS REQUESTED BY COLONY RIDGE DEVELOPMENT, LLC
    MOTION BY: James Reaves
    SECOND BY: Bruce Karbowski
    AYE: Bruce Karbowski, Greg Arthur, James "Boo" Reaves, Leon Wilson
    NAYE: None
    ABSENT:
    ATTACHMENTS:

IX. DISCUSS AND TAKE ACTION REGARDING APPROVAL FOR A-1 TELCOM TO RUN WIRE FOR NEW CIVIL OFFICE PHONE & COMPUTER FOR JP 6 AT A COST OF $329.99—JP 6 RALPH FULLER

MOTION TO APPROVE A-1 TELCOM RUNNING WIRE FOR NEW CIVIL OFFICE PHONE & COMPUTER FOR JP 6 AT A COST OF $329.99
    MOTION BY: James Reaves
    SECOND BY: Greg Arthur
    AYE: Bruce Karbowski, Greg Arthur, James "Boo" Reaves, Leon Wilson
    NAYE: None
    ABSENT:
    ATTACHMENTS:

X. DISCUSS AND TAKE ACTION REGARDING THE NOVEMBER 5, 2019
ELECTION, SPECIFICALLY: (a) ORDER THE SPECIAL ELECTION AND POST
NOTICE; (b) ORDER THE LOCAL OPTION ELECTION AND POST NOTICE; (c)
APPROVE AND POST NOTICE OF CONSOLIDATION OF PRECINCTS FOR
SPECIAL ELECTION; (d) APPROVE THE ELECTION CONTRACT BETWEEN
THE LIBERTY COUNTY CLERK AND CLEVELAND ISD FOR SCHOOL BOND
ELECTION; AND (e) APPROVE THE ELECTION CONTRACT BETWEEN THE
LIBERTY COUNTY CLERK AND EMERGENCY SERVICES DISTRICT NO. 7
FOR SALES TAX ELECTION - COUNTY CLERK LEE CHAMBERS

MOTION TO APPROVE AND ORDER THE NOVEMBER 5, 2019, SPECIAL AND
LOCAL OPTION ELECTIONS ALONG WITH CONDUCTING THE CLEVELAND ISD
AND ESD #7 ELECTIONS AT THE SAME TIME AS REQUESTED
        MOTION BY: Greg Arthur
        SECOND BY: Leon Wilson
        AYE: Bruce Karbowski, Greg Arthur, James "Boo" Reaves, Leon Wilson
        NAYE: None
        ABSENT:
        ATTACHMENTS:

XI. DISCUSS AND APPROVE THE RENEWAL CONTRACT FOR SCYTL ELECTION
RESULTS SOFTWARE FOR $3,711.00 FROM THE COUNTY CLERK ELECTION
FUND—COUNTY CLERK LEE CHAMBERS

MOTION TO NOT APPROVE THE RENEWAL CONTRACT FOR SCYTL ELECTION
RESULTS SOFTWARE FOR $3,711.00 FROM THE COUNTY CLERK ELECTION
FUND
        MOTION BY: James Reaves
        SECOND BY: Greg Arthur
        AYE: Bruce Karbowski, Greg Arthur, James "Boo" Reaves, Leon Wilson
        NAYE: None
        ABSENT:
        ATTACHMENTS:

XII. DISCUSS AND TAKE ACTION REGARDING APPROVAL OF LIST OF
ELECTION JUDGES FOR THE UPCOMING YEAR—COUNTY CLERK LEE
CHAMBERS

MOTION TO APPROVE LIST OF ELECTION JUDGES FOR THE UPCOMING YEAR
        MOTION BY: James Reaves
        SECOND BY: Leon Wilson
        AYE: Bruce Karbowski, Greg Arthur, James "Boo" Reaves, Leon Wilson
        NAYE: None
        ABSENT:
        ATTACHMENTS:

XIII. DISCUSS AND TAKE ACTION REGARDING REQUEST FROM CITY OF
KENEFICK AND RESIDENTS OF CR 643 FOR ASSISTANCE FROM PRECINCT 4
TO REPAIR THEIR ROADWAYS—COMMISSIONER PCT. 4 LEON WILSON

MOTION TO APPROVE REQUEST FROM CITY OF KENEFICK AND RESIDENTS
OF CR 643 FOR ASSISTANCE FROM PRECINCT 4 TO REPAIR THEIR ROADWAYS
    MOTION BY: James Reaves
    SECOND BY: Bruce Karbowski
    AYE: Bruce Karbowski, Greg Arthur, James "Boo" Reaves, Leon Wilson
    NAYE: None
    ABSENT:
    ATTACHMENTS:

XIV. DISCUSS AND TAKE ACTION REGARDING APPROVAL OF INTERLOCAL
AGREEMENT BETWEEN LIBERTY COUNTY AND WATER CONTROL
IMPROVEMENT DISTRICT #1—COMMISSIONER PCT 4. LEON WILSON

MOTION TO APPROVE INTERLOCAL AGREEMENT BETWEEN LIBERTY
COUNTY AND WATER CONTROL IMPROVEMENT DISTRICT #1
    MOTION BY: Bruce Karbowski
    SECOND BY: James Reaves
    AYE: Bruce Karbowski, Greg Arthur, James "Boo" Reaves, Leon Wilson
    NAYE: None
    ABSENT:
    ATTACHMENTS:

XV. DISCUSS AND TAKE ACTION REGARDING APPROVAL OF GRANT
APPLICATION FOR GLO FUNDING ASSOCIATED WITH HURRICANE
HARVEY RECOVERY MONEY $4,900,000—DAVID DOUGLAS

MOTION TO APPROVE GRANT APPLICATION FOR GLO FUNDING ASSOCIATED
WITH HURRICANE HARVEY RECOVERY MONEY
    MOTION BY: Bruce Karbowski
    SECOND BY: Greg Arthur
    AYE: Bruce Karbowski, Greg Arthur, James "Boo" Reaves, Leon Wilson
    NAYE: None
    ABSENT:
    ATTACHMENTS:

XVI. DISCUSS AND TAKE ACTION REGARDING APPROVAL OF GLO GRANT
APPLICATION DOCUMENTS—DAVID DOUGLAS

MOTION TO APPROVE GLO GRANT APPLICATION DOCUMENTS
> MOTION BY: Bruce Karbowski
> SECOND BY: Leon Wilson
> AYE: Bruce Karbowski, Greg Arthur, James "Boo" Reaves, Leon Wilson
> NAYE: None
> ABSENT:
> ATTACHMENTS:

XVII. DISCUSS AND TAKE ACTION REGARDING APPROVAL OF GLO GRANT FOR
ROAD CONSTRUCTION–CR 486 AND CR 603 (AWARD OF BID)—DAVID
DOUGLAS

MOTION TO APPROVE GLO GRANT FOR ROAD CONSTRUCTION–CR 486 AND
CR 603 (AWARD OF BID)
> MOTION BY: Bruce Karbowski
> SECOND BY: James Reaves
> AYE: Bruce Karbowski, Greg Arthur, James "Boo" Reaves, Leon Wilson
> NAYE: None
> ABSENT:
> ATTACHMENTS:

XVIII. DISCUSS AND TAKE ACTION REGARDING THE APPROVAL TO MAKE A
$20,000 PAYMENT FOR THE COUNTY'S PORTION TO HGAC FOR A COUNTY
WIDE TRAFFIC STUDY THAT WAS PREVIOUSLY APPROVED—DAVID
DOUGLAS

MOTION TO APPROVE A $20,000 PAYMENT FOR THE COUNTY'S PORTION TO
HGAC FOR A COUNTY WIDE TRAFFIC STUDY THAT WAS PREVIOUSLY
APPROVED
> MOTION BY: Leon Wilson
> SECOND BY: Bruce Karbowski
> AYE: Bruce Karbowski, Greg Arthur, James "Boo" Reaves, Leon Wilson
> NAYE: None
> ABSENT:
> ATTACHMENTS:

XIX. DISCUSS AND TAKE ACTION REGARDING APPROVAL OF A VARIANCE REQUEST FOR CEDAR SPRINGS SUBDIVISION, SECTIONS 2&3 (ASPHALT DRIVING SURFACE)—DAVID DOUGLAS

MOTION TO APPROVE A VARIANCE REQUEST FOR CEDAR SPRINGS SUBDIVISION, SECTIONS 2&3 (ASPHALT DRIVING SURFACE)
    MOTION BY: Bruce Karbowski
    SECOND BY: James Reaves
    AYE: Bruce Karbowski, Greg Arthur, James "Boo" Reaves, Leon Wilson
    NAYE: None
    ABSENT:
    ATTACHMENTS:

XX. DISCUSS AND TAKE ACTION REGARDING APPROVAL OF DRAW #1 REQUEST FOR THE HULL RNSD PROJECT TO COVER A PAY REQUEST FROM LJA ENGINEERING IN THE AMOUNT OF $15,068 AND A PAY REQUEST FROM PUBLIC MANAGEMENT IN THE AMOUNT OF $17,500—DAVID DOUGLAS

MOTION TO APPROVE DRAW #1 REQUEST FOR THE HULL RNSD PROJECT TO COVER A PAY REQUEST FROM LJA ENGINEERING IN THE AMOUNT OF $15,068 AND A PAY REQUEST FROM PUBLIC MANAGEMENT IN THE AMOUNT OF $17,500
    MOTION BY: Bruce Karbowski
    SECOND BY: James Reaves
    AYE: Bruce Karbowski, Greg Arthur, James "Boo" Reaves, Leon Wilson
    NAYE: None
    ABSENT:
    ATTACHMENTS:

XXI. DISCUSS AND TAKE ACTION REGARDING APPROVAL OF THE BID FOR CR 603 AND CR 486 ROAD PROJECT—DAVID DOUGLAS

MOTION TO APPROVE THE BID FOR CR 603 AND CR 486 ROAD PROJECT
    MOTION BY: Bruce Karbowski
    SECOND BY: James Reaves
    AYE: Bruce Karbowski, Greg Arthur, James "Boo" Reaves, Leon Wilson
    NAYE: None
    ABSENT:
    ATTACHMENTS:

XXII. DISCUSS AND TAKE ACTION REGARDING APPROVAL OF PRELIMINARY PLAT FOR HIDDEN ESTATES LOCATED ALONG C.R. 301 NORTH—DAVID DOUGLAS

MOTION TO APPROVE PRELIMINARY PLAT FOR HIDDEN ESTATES LOCATED ALONG C.R. 301 NORTH
    MOTION BY: James Reaves
    SECOND BY: Greg Arthur
    AYE: Bruce Karbowski, Greg Arthur, James "Boo" Reaves, Leon Wilson
    NAYE: None
    ABSENT:
    ATTACHMENTS:

XXIII. DISCUSS AND TAKE ACTION REGARDING APPROVAL OF PAY REQUEST #3 FROM DAYTON PARK APARTMENTS (GLO RENTAL HOUSING GRANT)—DAVID DOUGLAS

MOTION TO APPROVE PAY REQUEST #3 FROM DAYTON PARK APARTMENTS (GLO RENTAL HOUSING GRANT)
    MOTION BY: Bruce Karbowski
    SECOND BY: Greg Arthur
    AYE: Bruce Karbowski, Greg Arthur, James "Boo" Reaves, Leon Wilson
    NAYE: None
    ABSENT:
    ATTACHMENTS:

XXIV. DISCUSS AND TAKE ACTION REGARDING APPROVAL OF PERMITAND ROAD USE AGREEMENT FOR ORBIT GULF COAST NGL EXPORTS AND LONE STAR GULF—DAVID DOUGLAS

MOTION TO APPROVE OF PERMIT AND ROAD USE AGREEMENT FOR ORBIT GULF COAST NGL EXPORTS AND LONE STAR GULF
    MOTION BY: Bruce Karbowski
    SECOND BY: Leon Wilson
    AYE: Bruce Karbowski, Greg Arthur, James "Boo" Reaves, Leon Wilson
    NAYE: None
    ABSENT:
    ATTACHMENTS:

XXV. DISCUSS AND TAKE ACTION REGARDING APPROVAL OF ROAD USE
AGREEMENT BY AND BETWEEN LIBERTY COUNTY AND KINDER MORGAN
PIPELINE, PASSING BETWEEN PRECINCTS 3 & 4—DAVID DOUGLAS

MOTION TO NOT APPROVE ROAD USE AGREEMENT BY AND BETWEEN
LIBERTY COUNTY AND KINDER MORGAN PIPELINE, PASSING BETWEEN
PRECINCTS 3 & 4
 MOTION BY: James Reaves
 SECOND BY: Leon Wilson
 AYE: Bruce Karbowski, Greg Arthur, James "Boo" Reaves, Leon Wilson
 NAYE: None
 ABSENT:
 ATTACHMENTS:

XXVI. DISCUSS AND TAKE ACTION REGARDING APPROVAL OF THE ESTIMATE
FROM ELITE ELECTRICAL SERVICES, LLC FOR TAX OFFICE @ 321 HWY. 90
LIBERTY, TX—TAX ASSESSOR/COLLECTOR RICHARD BROWN

MOTION TO APPROVE THE ESTIMATE FROM ELITE ELECTRICAL SERVICES,
LLC FOR TAX OFFICE @ 321 HWY. 90 LIBERTY, TX
 MOTION BY: Bruce Karbowski
 SECOND BY: Leon Wilson
 AYE: Bruce Karbowski, Greg Arthur, James "Boo" Reaves, Leon Wilson
 NAYE: None
 ABSENT:
 ATTACHMENTS:

XXVII. DISCUSS AND TAKE ACTION REGARDING THE SETTING OF THE
PROPOSED PROPERTY TAX RATE FOR LIBERTY COUNTY FOR 2019—
COUNTY AUDITOR DWAYNE GOTT

MOTION TO APPROVE THE SETTING OF THE PROPOSED PROPERTY TAX RATE
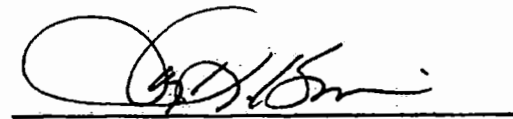FOR LIBERTY COUNTY FOR 2019 AT THE CURRENT RATE
 MOTION BY: Greg Arthur
 SECOND BY: Leon Wilson
 AYE: Bruce Karbowski, Greg Arthur, James "Boo" Reaves, Leon Wilson
 NAYE: None
 ABSENT:
 ATTACHMENTS:

Motion to Adjourn: Bruce Karbowski
Second: Leon Wilson

There being no further business, Court adjourned.

THE FOREGOING MINUTES had at a Regular Meeting of the regular session of the Commissioners Court of Liberty County, Texas, having been read are hereby approved on this the _____13_____ day of ___August_____, 2019.

LEE HAIDUSEK CHAMBERS
COUNTY CLERK

JAY KNIGHT
COUNTY JUDGE

MINUTES FOR REGULAR MEETING
COMMISSIONERS COURT
LIBERTY COUNTY, TEXAS
AUGUST 13, 2019

On Tuesday, August 13, 2019, at 9:00 a.m., a Regular Meeting of Commissioners Court was called to order with the following members present:

Jay Knight — County Judge
Bruce Karbowski — Commissioner Precinct#1
Greg Arthur — Commissioner Precinct#2
James Reaves — Commissioner Precinct#3
Leon Wilson — Commissioner Precinct#4
Lee H. Chambers — County Clerk

Public Forum: Citizens from West Woodland Hills spoke concerning lack of response from Sheriff's Dept to calls for burglaries/ drug use in neighborhood. Citizen patrols alert S.O. about the behavior of the people doing the breaking in and the drug deals to little or no response. James Martin, Lynn Kelly, Theresa Abner, Michael Whitaker all expressed their distress of what was becoming an out-of-control issue in their neighborhood of crime and drug use. They desperately need help from Commissioners and Sheriff's Department.

INTRODUCTION OF THE NEW PRAIRIE VIEW A&M CO-OP EXTENSION AGENT FOR COMMUNITY DEVELOPMENT AGENT WHO WILL BE SERVING LIBERTY COUNTY - COMMISSIONERS COURT WELCOMED MS EISHA JONES

The following agenda was taken up, to-wit:

1.   CALL TO ORDER

2.   PLEDGE TO U.S. FLAG AND TEXAS FLAG

3.   INVOCATION - BOB WHITE OF LIBERTY CHURCH, CLEVELAND, TEXAS

4.   CONSENT AGENDA

    1.   APPROVAL OF MINUTES: COMMISSIONERS COURT: 07/23/2019 / WORKSHOP: 07/23/2019

    2.   WARRANTS PAYABLE

    3.   BUDGET AMENDMENTS
        - 75TH DISTRICT COURT: LINE ITEM TRANSFER FROM COURT APPOINTED ATTY TO CRT APP FELONY / CRT APP APPEAL/ CRT APP CAPITAL / EDUCATION
        - 253RD DISTRICT COURT: LINE ITEM TRANSFER FROM COURT APPOINTED ATTY TO CRT APP FELONY / CRT APP APPEAL / EDUCATION / AUTO EXPENSE
        - NON-DEPARTMENTAL: LINE ITEM TRANSFER FROM POSTAGE TO POSTAGE METER-LIBERTY / FROM PART-TIME SALARIES TO CONTINGENCY
        - JP #3: LINE ITEM TRANSFER FROM CONTINGENCY TO OFFICE LEASE
        - SPECIAL PROJECTS: LINE ITEM TRANSFER FROM WAY SERVICES TO CAPITAL LEASES
        - TAX OFFICE: LINE ITEM TRANSFER FROM AUTO EXPENSE TO EDUCATION & TRAINING
        - CONSTABLE #3: LINE ITEM TRANSFER FROM OFFICE EXP TO AUTO REPAIR
        - JP #1: LINE ITEM TRANSFER FROM EDUCATION & TRAINING TO OFFICE EXPENSE / FROM PHONE ALLOWANCE TO OFFICE EXPENSE
        - CONSTABLE #5: LINE ITEM TRANSFER FROM PHONE ALLOWANCE TO CAPITAL OUTLAY AND FROM FUEL TO CAPITAL OUTLAY
        - CONSTABLE PCT#1: LINE ITEM TRANSFER FROM FUEL / EDUCATION & TRAINING / CERTIFICATE PAY TO AUTO REPAIR AND MAINTENANCE
        - R&B #1: LINE ITEM TRANSFER FROM ROAD MATERIAL AND CAPITAL OUTLAY TO FUEL/ UNIFORMS / EDUCATION & TRAINING / REPAIRS & MAINTENANCE
        - CONSTABLE PCT #4: LINE ITEM TRANSFER FROM CAPITAL OUTLAY & FUEL TO OFFICE SUPPLIES & AUTO REPAIRS

- R&B #3: LINE ITEM TRANSFER FROM OFFICE EXP TO ROAD MATERIAL / FROM FUEL TO ROAD MATERIAL / FROM CONT LABOR TO ROAD MATERIAL
- R&B #3: LINE ITEM TRANSFER FROM REPAIRS & MAINT TO ROAD MATERIAL / EDUCATION & TRAINING TO ROAD MATERIAL
- R&B #3: LINE ITEM TRANSFER FROM CAPITAL OUTLAY TO LAND ACQUISITION
- MAINTENANCE: LINE ITEM TRANSFER FROM MAINTENANCE TO CONTRACT LABOR
- R&B #1, 2, 3: REIMBURSE FOR CULVERT EXPENSE

4.   MONTHLY REPORTS
        a) LIBERTY COUNTY INDIGENT HEALTH - JUNE / JULY 2019
        b) LIBERTY COUNTY PRETRIAL SERVICES - JUNE 2019
        c) LIBERTY COUNTY JP #4 - JUNE 2019
        d) LIBERTY COUNTY JP #3 - JUNE 2019
        e) LIBERTY COUNTY JP #1 - JUNE 2019
        f) LIBERTY COUNTY JP #2 - JUNE 2019
        g) LIBERTY COUNTY JP #6 - MAY / JUNE / JULY 2019
        h) LIBERTY COUNTY DISTRICT ATTORNEY - JUNE 2019
        I) LIBERTY COUNTY CONSTABLE PCT #6 - JUNE 2019
        j) LIBERTY COUNTY CONSTABLE PCT #5 - JUNE 2019
        k) LIBERTY COUNTY JP #5 - JUNE 2019
        l) LIBERTY COUNTY CONSTABLE PCT #4 - JUNE 2019
        m) LIBERTY COUNTY CONSTABLE PCT #3 - JUNE 2019
        (n) LIBERTY CONSTABLE PCT #2 - JUNE 2019
        (o) LIBERTY COUNTY AUDITOR MONTHLY REPORT - JULY 2019

5.   PAYROLL CHANGES
        - DISTRICT ATTORNEY: NEW HIRE: CERTIFICATE PAY FOR KING MERRITT $1800/YEAR
        - CONSTABLE PCT #3: APPROVE INTERMEDIATE CERTIFICATE PAY FOR BENITO A. PEREZ AND TAMARA R. BISHOP
        -LCSO: APPROVE CERTIFICATE PAY FOR RABONNA YOUNG / DARRELL ELLIOTT: PAY OFF UNUSED VAC / HOLIDAY / COMP TIME: $28,055.29 / JESSICA PARHAM: PAY VAC: $1006.74
        - PCT #4: CANDY LADRIGUE: PAY VACATION $ 1121.48 / TERRY SLAUGHTER: PAY VAC & COMP TIME $1121.87 / ERIC VINING PAY VAC & COMP TIME $3359.86

Motion was made by Greg Arthur, second by Bruce Karbowski to approve Consent Agenda with additional addons provided by Auditor including: Budget Amendment for R&B #1: line item transfer from road material to repairs 7 maintenance and $425.00 travel advance. Motion passed with all commissioners voting aye. Copy attached marked Exhibit A.

5.   DISCUSS AND TAKE ACTION REGARDING ACCEPTING BID #19-07 FOR AIR BOAT FOR PCT'3 - COMMISSIONER PCT 3 JAMES REAVES

Motion was made by Bruce Karbowski, second by Greg Arthur to approve accepting bid #19-07 for the Air Boat for Pct 3. Motion passed with all commissioners voting aye. Copy attached marked Exhibit B.

6.   DISCUSS AND TAKE ACTION REGARDING INTERLOCAL AGREEMENT BETWEEN LUBBOCK COUNTY, TX AND LIBERTY COUNTY, TX PURSUANT TO THE FAIR DEFENSE ACT, TX CRIMINAL PROCEDURE 26.044(B) & TEXAS GOVERNMENT CODE CHAPTER 791 - COUNTY JUDGE JAY KNIGHT

Motion was made by Greg Arthur, second by Bruce Karbowski to TAKE NO ACTION.

7.   DISCUSS AND TAKE ACTION REGARDING FILING OF ANNUAL CONTINUING EDUCATION CERTIFICATE OF COMPLETION WITH COMMISSIONERS COURT OF THE COUNTY IN WHICH THE COUNTY ASSESSOR - COLLECTOR HOLDS - TAX ASSESSOR/COLLECTOR RICHARD BROWN

Motion was made by Greg Arthur, second by James Reaves to approve Richard Brown's Continuing Education Certification Completion. Motion passed with all commissioners voting aye. Copy attached marked Exhibit C

8.   DISCUSS AND TAKE ACTION REGARDING IMPOSITION OF OPTIONAL FEES FOR CALENDAR YEAR 2020 FOR TEXAS DMV - TAX ASSESSOR / COLLECTOR RICHARD BROWN

Motion was made by Greg Arthur, second by James Reaves to approve Imposition of optional fees for calendar year 2020. Motion passed with all commissioners voting aye. Copy attached marked Exhibit D

9.   DISCUSS AND TAKE ACTION REGARDING WAIVER OF PENALTY AND INTEREST ON ACCOUNT #9700022
      IN THE AMOUNT OF $7.74 FOR TAC PAYER, ESTATE OF MARCIA KAYE CESSNA, LOYE F CARTER, EXE -
      TAX ASSESSOR/COLLECTOR RICHARD BROWN

Motion was made by Bruce Karbowski, second by James Reaves to approve waiver of penalty and interest on
account #9700022 in the amount of $7.74 for TAC payer, estate of Marcia Kay Cessna, Loye F. Carter, Exe.   Motion
passed with all commissioners voting aye. Copy attached marked Exhibit E.

10.   DISCUSS AND TAKE ACTION TO APPROVE THE PURCHASE, AN AMOUNT UP TO $41,000, FOR SERVERS
      FOR THE LIBERTY COUNTY SHERIFF'S OFFICE FOR THE TRANSITION TO TYLER'S InCode CAD AND CASE
      MANAGEMENT SYSTEM - COUNTY ATTORNEY MATTHEW POSTON

Motion was made by Bruce Karbowski, second by Greg Arthur to TAKE NO ACTION

11.   DISCUSS AND TAKE ACTION REGARDING FINAL ACCEPTANCE OF ROADS TO COUNTY MAINTENANCE
      AND RELEASE OF MAINTENANCE BOND IN GRAND SAN JACINTO 1-6 AS REQUESTED BY COLONY RIDGE
      DEVELOPMENT, LLC - COMMISSIONER PCT 3 JAMES REAVES

Motion was made by James Reaves, second by Bruce Karbowski to approve the final acceptance of roads to county
maintenance and release of maintenance bond in Grand San Jacinto 1 - 6 as requested by Colony Ridge
Development. Commissioner Reaves said they met his approval. Motion passed with all commissioners voting aye.
Copy attached marked Exhibit F.

12.   DISCUSS AND TAKE ACTION REGARDING APPROVAL FOR A-1 TELCOM TO RUN WIRE FOR NEW CIVIL
      OFFICE PHONE & COMPUTER FOR JP 6 AT A COST OF $329.99 - JP #6 RALPH FULLER

Motion was made by James Reaves, second by Greg Arthur to approve A-1 Telcom to run wire for new Civil Office
Phone and Computer for JP #6 in the amount of $329.99.   Motion passed with all commissioners voting aye. Copy
attached marked Exhibit G

13.   DISCUSS AND TAKE ACTION REGARDING THE NOVEMBER 5, 2019 ELECTION, SPECIFICALLY: (a) ORDER
      THE SPECIAL ELECTION AND POST NOTICE; (b) ORDER THE LOCAL OPTION ELECTION AND POST NOTICE;
      (c) APPROVE AND POST NOTICE OF CONSOLIDATION OF PRECINCTS FOR SPECIAL ELECTION; (d)
      APPROVE THE ELECTION CONTRACT BETWEEN THE LIBERTY COUNTY CLERK AND CLEVELAND ISD FOR
      SCHOOL BOND ELECTION; AND (e) APPROVE THE ELECTION CONTRACT BETWEEN THE LIBERTY COUNTY
      CLERK AND EMERGENCY SERVICES DISTRICT NO. 7 FOR SALES TAX ELECTION   -   COUNTY CLERK
      LEE CHAMBERS

Motion was made by Greg Arthur, second by Leon Wilson to approve Parts a); b); c); d) & e) as stated above.
Motion passed with all commissioners voting aye. Copy attached marked Exhibit H.

14.   DISCUSS AND APPROVE THE RENEWAL CONTRACT FOR SCYTL ELECTION RESULTS SOFTWARE FOR
      $3,711.00 FROM THE COUNTY CLERK ELECTION FUND - COUNTY CLERK LEE CHAMBERS

Motion was made by James Reaves, second by Greg Arthur to TAKE NO ACTION.

15.   DISCUSS AND TAKE ACTION REGARDING APPROVAL OF LIST OF ELECTION JUDGES FOR THE UPCOMING
      YEAR - COUNTY CLERK LEE CHAMBERS

Motion was made by James Reaves, second by Leon Wilson to approve the list of Election Judges for the upcoming
year. Motion passed with all commissioners voting aye. Copy attached marked Exhibit I.

16.   DISCUSS AND TAKE ACTION REGARDING REQUEST FROM CITY OF KENEFICK AND RESIDENTS OF CR 643
      FOR ASSISTANCE FROM PRECINCT 4 TO REPAIR THEIR ROADWAYS - COMMISSIONER PCT 4 WILSON

Motion was made by James Reaves, second by Bruce Karbowski to approve request for assistance from Pct 4 for
the City of Kenefick and residents of CR 643 for road repairs. Motion passed with all commissioners voting aye.
Copy attached marked Exhibit J.

17.   DISCUSS AND TAKE ACTION REGARDING APPROVAL OF INTERLOCAL AGREEMENT BETWEEN LIBERTY
      COUNTY AND WATER CONTROL IMPROVEMENT DISTRICT #1 - COMMISSIONER PCT 4 WILSON

Motion was made by Bruce Karbowski, second by James Reaves to approve the interlocal agreement between Liberty County and WCID #1 for a period of one year. Motion passed with all commissioners voting aye. Copy attached marked Exhibit K.

18. DISCUSS AND TAKE ACTION REGARDING APPROVAL OF GRANT APPLICATION FOR GLO FUNDING ASSOCIATED WITH HURRICANE HARVEY RECOVERY MONEY - DAVID DOUGLAS

Motion was made by , second by to approve Motion passed with all commissioners voting aye. Copy attached marked Exhibit L.

19. DISCUSS AND TAKE ACTION REGARDING APPROVAL OF GLO GRANT APPLICATION DOCUMENTS - DAVID DOUGLAS

Motion was made by Bruce Karbowski, second by Leon Wilson to approve GLO grant application documents. Motion passed with all commissioners voting aye. Copy attached marked Exhibit M.

20. DISCUSS AND TAKE ACTION REGARDING APPROVAL OF GLO GRANT FOR ROAD CONSTRUCTION - CR 486 AND CR 603 (AWARD OF BID) - DAVID DOUGLAS

Motion was made by Bruce Karbowski, second by James Reaves to approve GLO grant for road construction (award of bid for county roads 486 and 603 (Hatcherville Road) Motion passed with all commissioners voting aye. Copy attached marked Exhibit N.

21. DISCUSS AND TAKE ACTION REGARDING THE APPROVAL TO MAKE A $20,000 PAYMENT FOR THE COUNTY'S PORTION TO HGAC FOR A COUNTY WIDE TRAFFIC STUDY THAT WAS PREVIOUSLY APPROVED - DAVID DOUGLAS

Motion was made by Leon Wilson, second by Bruce Karbowski to approve the County's payment of $20,000 for their portion of the HGAC county wide traffic study. Motion passed with all commissioners voting aye. Copy attached marked Exhibit O.

22. DISCUSS AND TAKE ACTION REGARDING APPROVAL OF A VARIANCE REQUEST FOR CEDAR SPRING SUBDIVISION (ASPHALT DRIVING SURFACE) -DAVID DOUGLAS

Motion was made by Bruce Karbowski, second by James Reaves to approve the variance request for Cedar Springs, Sections 2 & 3 only. Motion passed with all commissioners voting aye. Copy attached marked Exhibit P.

23. DISCUSS AND TAKE ACTION REGARDING APPROVAL OF DRAW #1 REQUEST FOR THE HULL FWSD PROJECT TO COVER A PAY REQUEST FROM LJA ENGINEERING IN THE AMOUNT OF $15,068 AND A PAY REQUEST FROM PUBLIC MANAGEMENT IN THE AMOUNT OF $17,500 - DAVID DOUGLAS

Motion was made by Bruce Karbowski, second by James Reaves to approve Draw #1 for the Hull FWSD Project to cover pay request from LJA Engineering ($15,068) and Public Management ($17,500). Motion passed with all commissioners voting aye. Copy attached marked Exhibit Q.

24. DISCUSS AND TAKE ACTION REGARDING APPROVAL OF THE BID FOR CR 603 AND CR 486 ROAD PROJECT - DAVID DOUGLAS

Motion was made by Bruce Karbowski, second by James Reaves to approve the bid for CR 603 and CR 486 Project. LJA approved. Motion passed with all commissioners voting aye. Copy attached marked Exhibit R

25. DISCUSS AND TAKE ACTION REGARDING APPROVAL OF PRELIMINARY PLAT FOR HIDDEN ESTATES LOCATED ALONG 301 NORTH - DAVID DOUGLAS

Motion was made by James Reaves, second by Greg Arthur to approve preliminary plats for Hidden Estates located along 301 N. In Pct 3. Motion passed with all commissioners voting aye. Copy attached marked Exhibit S

26. DISCUSS AND TAKE ACTION REGARDING APPROVAL OF PAY REQUEST #3 FROM DAYTON PARK APARTMENTS (GLO RENTAL HOUSING GRANT) - DAVID DOUGLAS

Motion was made by Bruce Karbowski, second by Greg Arthur to approve pay request #3 from Dayton Park Apartment. Work is about 95% complete. Motion passed with all commissioners voting aye. Copy attached marked Exhibit T

27. DISCUSS AND TAKE ACTION REGARDING APPROVAL OF PERMIT AND ROAD USE AGREEMENT FOR ORBIT GULF COAST NGL EXPORTS AND LONE STAR GULF - DAVID DOUGLAS

Motion was made by Bruce Karbowski, second by Leon Wilson to approve permit and road use agreement for Orbit Gulf Coast NGL Exports and Lone Star Gulf. Motion passed with all commissioners voting aye. Copy attached marked Exhibit U.

28. DISCUSS AND TAKE ACTION REGARDING APPROVAL OF ROAD USE AGREEMENT BY AND BETWEEN LIBERTY COUNTY AND KINDER MORGAN PIPELINE, PASSING BETWEEN PRECINCTS 3 & 4 - DAVID DOUGLAS

Motion was made by James Reaves second by Leon Wilson to NOT approve this road use agreement. Motion passed with all commissioners voting aye..
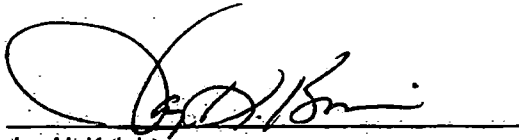
29. DISCUSS AND TAKE ACTION REGARDING APPROVAL OF THE ESTIMATE FROM ELITE ELECTRICAL SERVICES, LLC FOR TAX OFFICE @ 3210 HWY 90 LIBERTY, TX - TAX ASSESSOR/COLLECTOR RICHARD BROWN

Motion was made by Greg Arthur, second by Leon Wilson to approve the estimate from Elite Electrical Services for Tax Office @ 3210 Hwy 90 Liberty, TX. Motion passed with all commissioners voting aye. Copy attached marked Exhibit V.
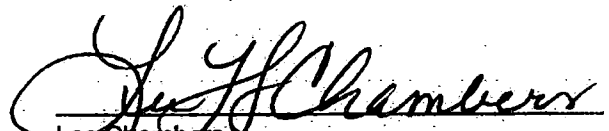
30. DISCUSS AND TAKE ACTION REGARDING THE SETTING OF THE PROPOSED PROPERTY TAX RATE FOR LIBERTY COUNTY FOR 2019 - COUNTY AUDITOR DWAYNE GOTT

Motion was made by Greg Arthur, second by Leon Wilson to approve the setting of the proposed tax rate for Liberty County for 2019. Motion passed with all commissioners voting aye.

With no further business court adjourned.

Jay H. Knight
County Judge, Liberty County, TX

Lee Chambers
County Clerk, Liberty County, TX

Scytl

<div align="center">

SUBSCRIPTION AGREEMENT
Between
LIBERTY COUNTY ELECTION OFFICE
&
SOE SOFTWARE CORPORATION (d/b/a SCYTL)

PREAMBLE
</div>

This SUBSCRIPTION AGREEMENT (the "Agreement") is entered into as of this 26th day in the month of July, in the year of 2019 by and between Liberty County Election Office with address at 1923 Sam Houston, Liberty TX 77575 (the "Customer") and SOE Software Corporation (d/b/a SCYTL) a corporation existing under the laws of Florida, with principal offices at 1111 N. Westshore Blvd., Suite 300 Tampa, FL 33607 ("SCYTL"). Collectively, SCYTL and the Customer shall be referred to as the "PARTIES" and each separately as the "PARTY".

<div align="center">

RECITALS
</div>

A. SCYTL is a technology company specializing in providing election management and online voting solutions. SCYTL has developed and is the rightful owner/SCYTL is the rightful Licensor of a (Election Night Reporting), among other solutions (hereinafter referred to as the SOFTWARE).

B. The Customer has decided to retain the services of SCYTL to provide the SOFTWARE on a SaaS model.

C. The PARTIES desire to enter into this SaaS Agreement so as SCYTL will license the Software to the Customer and provide it with associated services under the terms and conditions herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth below, the PARTIES agree as follows:

ARTICLE 1.- DEFINITIONS

*   Documentation: means standard documentation including setup and back-office user guides in English
*   Customer: means Liberty County Election Office
*   SaaS: Software as a Service
*   SCYTL: SOE SOFTWARE CORPORATION
*   Software: Election Night Reporting, also known as ENR
*   Subscription: the services and license provided by SCYTL to the Customer under the terms and conditions of this Agreement as defined in Articles 2 and 3.

1

ARTICLE 2.- SOFTWARE SUBSCRIPTION

2.1. Provision of the SOFTWARE. Under the terms and conditions hereunder agreed SCYTL provides the Customer with (i) the SOFTWARE as SaaS; (ii) Maintenance and support services as defined in Article 4; and (iii) hosting for the SOFTWARE (all of them referred hereinafter as the Subscription).

2.2. Grant of License. Subject to the terms and conditions of this Agreement and payment of the Subscription fees, Scytl hereby grants the Customer a non-exclusive, non-perpetual, non-transferable license to use the SOFTWARE and the Documentation for internal purposes.

2.3. Reservation of Rights. The SOFTWARE and Documentation are licensed, not sold. SCYTL and affiliates own and shall retain all right, title and interest (including without limitation all patent rights, copyrights, trademark rights, trade secret rights and all other intellectual property rights), in and to the SOFTWARE and Documentation and any copies, corrections, bug fixes, enhancements, modifications, Updates, Upgrades, or new versions thereof, all of which shall be deemed part of the SOFTWARE, as the case may be, and subject to all of the provisions of this Agreement. The Customer shall keep the SOFTWARE and Documentation free and clear of all liens, encumbrances and/or security interests. No rights are granted to the Customer pursuant to this Agreement other than as expressly set forth in this Agreement.

2.4. Restrictions. The Customer shall not (and shall not allow its customers or any third party) to: (a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the SOFTWARE and/or Documentation, except to the extent that such restriction is permitted by applicable law; (b) circumvent any user limits or other license timing or use restrictions that are built into the SOFTWARE; (c) sell, resell, rent, lend, transfer, distribute, license, sublicense or grant any rights in the SOFTWARE and/or Documentation in any form to any person without the written consent of Scytl except for the right to authorize the use of the SOFTWARE by its customers under the terms and conditions hereunder agreed; (d) remove any proprietary notices, labels, or marks from the SOFTWARE and/or Documentation except those trademarks which are configurable; (e) unbundle any component of the SOFTWARE and/or Documentation; (f) build a product or service that is competitive with the SOFTWARE; (g) copy any ideas, features, functions or graphics of the SOFTWARE and/or Documentation; (h) copy, frame or mirror any part of the SOFTWARE; (i) permit any third party to access the SOFTWARE or (i) use the SOFTWARE and/or the Documentation in violation of applicable laws.

ARTICLE 3.- HOSTING AND INSTALLATION

3.1. SCYTL shall provide the Customer with the following services included in the Subscription Fee as defined in Article 2.
   a. Hosting of the SOFTWARE in SCYTL's servers in a Cloud Hosted Data Center rented by SCYTL located in the US and providing the Customer access to the hosted SOFTWARE seven (7) days per week, twenty-four (24) hours per day except for scheduled maintenance.
   b. Installation, test and initial system set up in the servers in the Data Center.
   c. Standard documentation including setup and back-office user guides in English.

3.2. SCYTL shall provide the Customer with the following hosting support and service level:
   a. Availability of 99.9% uptime (excluding scheduled maintenance windows).
   b. Reporting tools will be available upon request to show historic data.
   c. Full infrastructure and network redundancy using distributed cloud locations.

2

ARTICLE 4.- MAINTENANCE AND SUPPORT SERVICES

4.1. During the Term of this Agreement, SCYTL shall provide the Customer with maintenance services and third level support in accordance with the Service Level Agreement attached hereto as Appendix 1, being an integral part of this Agreement, which shall consist of (i) the updating and upgrading of the SOFTWARE and (ii) the modification and/or adaptation of the SOFTWARE in order to correct and solve any defects, errors, or malfunctions in the SOFTWARE.

4.2 The support services provided by Scytl include:
- Account Management support, such as application setup review and questions; content updates; and technical support.
- Support services are limited to 8 hours. When you have reached 80% of the allotted support service hours, you will be notified, and you may choose to add additional hours via a work order. If the issue is determined to be a product error, hours will not be deducted. Reference section 9.1 for the support service price table.
- If additional support service hours are not purchased and they are required due to a non-product error, the customer will be charged at a rate of $150/hr.
- Refunds or carry over are not considered if the allotted support service hours are not consumed at the end of the Agreement (and on a yearly basis).
- As a courtesy, Scytl provides election event monitoring of the platform by Account Management and IT Engineers.

4.3 Services delivered are in-line with the original proposal.

4.4 The PARTIES have appointed the following persons as their respective Single Point of Contact (SPOC)

CUSTOMER: Lee Chambers
Email: lee.chambers@co.liberty.tx.us

SCYTL: Wendy Williams, Client Services Director
Email: wendy.williams@scytl.com

ARTICLE 5.- CUSTOMER AND CUSTOMER DATA

5.1. As between SCYTL and the Customer, Customer exclusively owns all rights, title and interest in and to all its Data.

5.2. SCYTL shall not access Customer's Data, except to prevent or respond to service or technical problems or otherwise at Customer request. SCYTL shall not disclose any Customer Data except as compelled by law or as expressly permitted in writing by Customer.

5.3 All assets created by SCYTL remain the ownership of SCYTL. This includes work files, images, graphics and video footage.

ARTICLE 6.- DATA PROTECTION

6.1. In order to provide Maintenance and Support Services, under this Agreement SCYTL may need to have access or process personal data under the control of the Customer. In that case, SCTYL, as data processor, undertakes to comply with the requirements set forth in the applicable data protection laws and regulations and, in particular:

    a. to process the personal data only in accordance with the instructions provided by the Customer as data controller;

    b. to not apply or use the personal data for a purpose other than set out in this Agreement, and

    c. to not communicate the personal data to other persons even for their preservation.

6.2. SCTYL warrants having in place the required security measures to avoid loss or unauthorized access or use of the personal data to be processed by SCTYL on behalf of the Customer under this Agreement.

6.3. Upon termination of this Agreement pursuant to Article 8, SCYTL shall destroy or return to the Customer the personal data processed by SCYTL on behalf of the Customer under this Agreement together with any support or document containing personal data.

ARTICLE 7.- CUSTOMER RESPONSIBILITIES

7.1. The CUSTOMER is responsible for all activities that occur in its accounts and for its compliance with the Subscription Agreement.

7.2. The CUSTOMER shall: (i) use best practices and have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the SOFTWARE, and notify Scytl promptly of any such unauthorized access or use; and (iii) comply with all applicable local, state, provincial, federal, and foreign laws in using the SOFTWARE.

7.3. The CUSTOMER acknowledges that SCYTL's ability to deliver the SOFTWARE and the related Services is dependent upon CUSTOMER's full and timely cooperation with SCYTL.

7.4. SCYTL requires seven business days to review, and/or deliver on any requests from the CUSTOMER related to Maintenance and Support Services (Article 4).

7.5. SCYTL will not be liable for any delays in the delivery caused by CUSTOMER or resulting from CUSTOMER's failure to fulfil any of its obligations.

ARTICLE 8.- SUBSCRIPTION TERM AND TERMINATION

8.1. This Agreement shall be valid and remain in full force and effect for a term of three (3) years as of the Effective Date (the Initial Term).

8.2. By mutual agreement, the PARTIES may, but shall not be obliged to, renew this Agreement in writing (each new term the "Renewal Term"). The Fee for any successive Renewal Term shall be equal to the Fee at the end of the Extended Term or any Renewal Term, as applicable, increased by five (5)%.

8.3. This Agreement may be terminated, within the Initial Term or any Renewal Term, for cause upon thirty (30) calendar days prior written notice in the event a Party hereto:

4

a. Is in material breach of this Agreement and fails to remedy such breach within thirty (30) calendar days after receipt of prior written notice by the non-defaulting Party pursuant to Article 17.1 of this Agreement.
b. Does not pay the yearly Subscription Fee, after being requested in writing to do so by SCYTL and without prejudice of the interests set forth in Article 9.6.
c. Becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

8.4. Upon termination or expiration of this Agreement the Customer shall unless otherwise set forth in this Article 8 immediately cease the use of the SOFTWARE and if applicable delete and/or destroy all copies of the SOFTWARE. All assets created by Scytl remain the ownership of Scytl. This includes work files, images, graphics and video footage.

8.5. Termination shall not relieve the CUSTOMER of the obligation to pay any fees accrued or payable to SCYTL prior to the effective date of termination.

ARTICLE 9.- FEES FOR SUBSCRIPTION AND OTHER SERVICES

9.1. The Customer shall pay to SCYTL as the price of the Subscription (Subscription fee) for the Initial Term the following fees per year which will be paid upfront at the beginning of each year term:

Service	Fee	Term	Invoicing Date
Annual Maintenance ENR 2019	$3711.00	August 1, 2019 – July 31, 2020	With Signed Agreement
Annual Maintenance ENR 2020	$3711.00	August 1, 2020 – July 31, 2021	July 1, 2020
Annual Maintenance ENR 2021	$3711.00	August 1, 2021 – July 31, 2022	July 1, 2021

[1]Additional Support hours may be added on; [2]The number of supported elections is in the proposal (if no proposal provided elections support included in annual support is a maximum of 3).; however, additional elections can be added on.

9.2. At least ninety (90) days from the end of the (Initial Subscription) Term, the PARTIES agree to review this Subscription Agreement and, should both PARTIES agree to renew or extend the Subscription (The Renewal Term), SCYTL may increase the License fee for any Renewal Term by at least 5% with thirty (30) days' prior notice to CUSTOMER.

9.3. Unless otherwise provided to the contrary in this Agreement, all fees are non-cancellable, non-refundable cannot be decreased during the relevant Subscription Term and will be maintained up to 48, 000 registered voters.

9.4. All Fees, whether for the Initial Term or any of the Renewal Term, are exclusive of taxes.

9.5. If the Customer does not pay an invoice by the due date for payment, SCYTL may charge and the Customer shall pay in conjunction with the unpaid amount, interest at the rate lesser of 2% per month or the maximum rate permitted by law, calculated on the daily balance of the unpaid amount from the due date for payment until that unpaid amount (including accrued interest) is paid in full.

ARTICLE 10   - SCOPE AND LIMITATION OF AFFILIATE'S AUTHORITY

Nothing in this Agreement shall be deemed to create an agency relationship or the relationship of employer and employee, master and servant, franchiser and franchisee, partnership or joint venture between the PARTIES. It is understood that the relationship between SCYTL and the Customer shall be that of independent contractors.

ARTICLE 11. - CONFIDENTIAL INFORMATION

11.1. Each PARTY agrees and shall undertake to ensure that any and all information received by it in connection with this Agreement which is derived from the Agreement or another PARTY (however acquired and in whatever form) and which is designated by means of appropriate text to be or otherwise should be seen to be of a proprietary or confidential nature shall be treated by it as confidential, and neither PARTY shall disclose all or any part of it to any third-party or otherwise seek to exploit all or any part of it without the prior written consent of the other PARTY. This Article 11 shall not apply to information which at any time comes into the public domain through no fault of any PARTY.

11.2. Each PARTY agrees to make all reasonable efforts to prevent any of its employees or personnel or any other person(s) from obtaining or making any unauthorized use of, or affecting any disclosure of, any confidential information.

11.3. Any confidential information furnished by a PARTY shall remain the property of the PARTY from which it is derived and, upon termination of this Agreement for any cause whatsoever, the other PARTY shall cease to use the same and shall destroy or return the same to the PARTY from which it is derived together with all related documents and copies.

11.4. Notwithstanding Article 8 with respect to the term of this contract, the obligations in this Article 11 shall bind the PARTIES during the term of this Agreement and for three (3) years after this Agreement is terminated for whatever cause.

11.5. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information which (a) was known to the Recipient before receipt from the Discloser; (b) is or becomes publicly available through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by the Recipient without a breach of this Agreement; or (f) is disclosed by the Recipient, without a confidentiality requirement imposed on the third party receiving the disclosure, with the Discloser's prior written approval. If a Recipient is required by a government body or court of law to disclose Confidential Information, the Recipient agrees to give the Discloser reasonable advance notice so that Discloser may contest the disclosure or seek a protective order.

ARTICLE 12.- WARRANTIES AND DISCLAIMERS

12.1. SCYTL represents and warrants that (i) the SOFTWARE will perform materially in accordance with the specifications and requirements of Annex I for the Subscription Term; (ii) the SOFTWARE will not contain any Malicious Code at the time of delivery to the Customer; (iii) SCYTL owns the rights in the SOFTWARE and Documentation to grant to the Customer the rights to use the SOFTWARE and Documentation granted herein; and (iv) to its knowledge, the SOFTWARE and Documentation do not

6

infringe any intellectual property rights of any third party. SCYTL does not warrant, however, that the Customer's use of the SOFTWARE will be uninterrupted, and that the operation of the SOFTWARE will be error-free.

12.2. In the event of a breach during the applicable warranty period of one or more of the warranties set forth in Section 12.1 hereof, SCYTL shall use reasonable commercial efforts to correct such breach of the warranty. If Scytl is unable to remedy the breach of warranty within a reasonable time, SCYTL shall refund the purchase price of the SOFTWARE.

12.3. The foregoing warranty is only applicable if SCYTL receives written notice of a breach of warranty within thirty (30) days after the end of the applicable warranty period. Such notice must contain sufficient information regarding the circumstances under which the warranty breach can be observed. The warranty shall not apply to the extent that the breach is caused by misuse, negligence, accident, unauthorized modification, alteration, customization or repair, improper operation or maintenance.

12.4. The warranties set out in section 12 hereof are the only warranties provided by SCYTL and the remedies set out in section 12.2 hereof are the sole and exclusive remedies of et for a breach of warranty.

ARTICLE 13.- INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION

13.1. Subject to this Agreement, SCYTL shall defend, indemnify and hold the Customer harmless against any loss, damage or costs (including reasonable legal fees) incurred in connection with claims, demands, suits, or proceedings made or brought against the Customer by a third party alleging that the use of the SOFTWARE and Documentation as contemplated hereunder infringes the intellectual property rights of a third party (each an "Infringement Claim"); provided, that the Customer (a) promptly gives written notice of the Infringement Claim to SCYTL; (b) gives SCYTL sole control of the defense and settlement of the Infringement Claim (provided that SCYTL may not settle or defend any Infringement Claim unless it unconditionally releases the Customer of all liability); and (c) provides to SCYTL all reasonable assistance and information.

13.2. If (a) SCYTL becomes aware of an actual or potential Infringement Claim, or (b) the Customer provides SCYTL with notice of an actual or potential Infringement Claim, SCYTL may (or in the case of an injunction against the Customer, shall), at SCYTL' sole option and determination: (i) procure for the Customer the right to continue to use the SOFTWARE; or (ii) replace or modify the SOFTWARE with equivalent or better SOFTWARE so that the Customer's use is no longer infringing; or (iii) if (i) and (ii) are not commercially reasonable, as determined by Scytl in its sole discretion, terminate the license(s) for such SOFTWARE and refund to the Customer that portion of any prepaid subscription fees that is applicable to the period following the termination of the Subscription pursuant to this Section 13, less any outstanding moneys owed on such affected portion of the SOFTWARE.

13.3. The indemnity in this Article does not extend to (1) any Infringement Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by the combination of the SOFTWARE furnished by SCYTL with other products, SOFTWARE or services not provided or approved by SCYTL, other than SOFTWARE designed by SCYTL with certain commercial hardware or other commercially available SOFTWARE, if such infringement would have been avoided but for such combination; (2) any Infringement Claim related to or in connection with any modification of the SOFTWARE by anyone other than SCYTL if such infringement would have been avoided but for such combination; (3) any Infringement Claim in respect to any

7

version of the SOFTWARE other than the most current version; or (4) any use, distribution, sublicensing or exercise of any other right outside the scope of the licenses granted in this Agreement.

13.4. This article 13 contains SCYTL's entire liability, and the customer's sole and exclusive remedies, for infringement claims.

ARTICLE 14.- CUSTOMER INDEMNIFICATION

The Customer shall defend, indemnify and hold SCYTL harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with any claims, demands, suits, or proceedings made or brought against SCYTL by a third party alleging that the Customer's Data or the Customer use of the SOFTWARE and Documentation in violation of this Agreement, infringes the intellectual property rights of, or has otherwise harmed, a third party; provided, that SCYTL (a) promptly gives written notice of the third party claim to the Customer; (b) gives the Customer sole control of the defense and settlement of the third party claim (provided that the Customer may not settle or defend any third party claim unless it unconditionally releases SCYTL of all liability); and (c) provides to the Customer, at the Customer's cost, all reasonable assistance and information.

ARTICLE 15.- LIMITATION OF LIABILITY

15.1. Subject to section 15.3. Hereof, in no event shall either party have any liability to the other party for any indirect, special, incidental, punitive, or consequential damages (including, without limitation, damages for loss of business, loss of profits, business interruption, loss of data, lost savings or other similar pecuniary loss).

15.2. Limitation of Liability. Subject to section 15.3 hereof, in no event shall either party's aggregate liability arising out of or related to this agreement or relating to the subject matter hereof for all claims, costs, losses and damages exceed the amounts actually paid by and due from the customer hereunder in the twelve months preceding the incident giving rise to liability.

15.3. Notwithstanding the foregoing, no limitation of either party's liability set forth in this agreement shall apply to (i) damages arising from a party's breach of its confidentiality obligations, (ii) indemnification claims, (iii) damages arising from infringement of a party's intellectual property rights; (iv) any claims for non-payment, (v) fraud or wilful misconduct, or (vi) bodily injury or death.

ARTICLE 16.-NOTICES

16.1. All notices given pursuant to this Agreement shall be given personally or be sent by facsimile, e-mail or hand delivery; or by express delivery/courier service to a PARTY's address set forth in Articles 16.2 and 16.3, with all postage or other charges of conveyance prepaid and shall be effective upon the actual receipt thereof.

16.2. Unless and until otherwise notified to SCYTL, Customer's address for the purposes of this agreement shall be:

LIBERTY COUNTY ELECTIONS OFFICE
1923 Sam Houston, Liberty TX 77575

Scytl

Attention: Lee Chambers

Email: lee.chambers@co.liberty.tx.us

16.3. Unless and until otherwise notified to the Customer, SCYTL's address for the purposes of this agreement shall be:

> **SOE SOFTWARE CORPORATION**
> 1111 N. Westshore Blvd., Suite 300,
> Tampa, FL 33607
> Attention: Jonathan Brill
> Email: jonathan.brill@scytl.com
>
> **c.c.:**
> Scytl Secure Electronic Voting S. A.
> C/ Enric Granados 84,
> 08008 Barcelona, Spain
> Spain
> Attention: Ms. Belen Gabutti
> Email: belen.gabutti@scytl.com

ARTICLE 17 - OTHER PROVISIONS

17.1.   Cure Any failure by a PARTY to meet any of its obligations under this Agreement, must be brought to the other PARTY's attention, in writing. The defaulting PARTY shall have thirty (30) days after receiving such notification to cure such failure and meet its obligations.

17.2.   No Waivers The failure of either PARTY to this Agreement to exercise any of its rights hereunder upon breach by the other PARTY or any condition, covenant or provision contained in this Agreement shall not be construed as a waiver thereof, nor as a waiver of the same or any other default subsequently occurring.

17.3.   Headings The headings of the articles and sections in this Agreement are employed, and are for, the convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meanings of the PARTIES.

17.4.   Severability If any provision of this Agreement is determined to be unenforceable, the remaining provisions of the Agreement shall remain in effect to the extent possible in the absence of the unenforceable provision.

17.5.   Authority Each PARTY represents and warrants that the undersigned has full authority to execute this Agreement and to bind the PARTY to the terms and provisions herein.

17.6.   Jurisdiction This Agreement shall be construed in accordance with and governed by the laws of Florida and each party agrees to submit to the jurisdiction of the courts of Tampa.

17.7.   Entire Agreement This Agreement contains the entire agreement between the PARTIES, and all prior or contemporaneous agreements and understandings, oral or written (including, without limitation, any correspondence, proposed drafts or term sheets) are merged herein and superseded

9

hereby. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless done so in writing and signed by both PARTIES.

17.8. Transfer of Right Neither PARTY shall transfer or assign any and all of its rights or obligations under this Agreement without the prior written consent of the other PARTY. Consent shall not be unreasonably withheld.

17.9. Force Majeure Neither PARTY will be responsible for any failure to perform hereunder due to unforeseen circumstances or cause beyond the non-performing PARTY's reasonable control including, without limiting the foregoing, a strike or other labor disturbance, lock-out, riot, delay in transportation, the inability to secure labor, materials, supplies or equipment, an act of God or the elements, fire, flood, or accidents, an act of war or conditions arising out of or attributable to war, laws, rules, and regulations of any governmental authority, procedures relating to environmental matters, delay in the issuance of required permits or approvals with respect to any operations or activities, or any other matters or conditions which are beyond the reasonable control of such PARTY, whether or not similar to the matters and conditions herein specifically enumerated. This Article 17.9 does not apply to excuse a failure to make payments when due.

17.10 Counterparts This Agreement may be executed in two or more counterparts, and each counterpart shall become binding when the other(s) has or have been signed as if it had been signed by each PARTY. Facsimile signatures shall be considered original signatures for the purposes of execution and enforcement of the rights and obligations described herein.

IN WITNESS WHEREOF, the PARTIES have duly executed this Agreement on this date first written above intending to be bound thereby,

LIBERTY COUNTY ELECTIONS

SOE SOFTWARE CORPORATION
(d/b/a SCYTL)

By: _____

By: Jonathan Brill

Title: _____

President & General Manager North America

Scytl

APPENDIX 1

1 Software Maintenance and Support – Technical Service description

1.1 Definitions

The definitions used in the Agreement are incorporated herein by reference. In addition, the following terms shall have the following meaning:

- **"Software maintenance"** is defined as the process of modifying a software system or component after delivery to correct faults, errors and bugs; to improve performance or other attributes; or to adapt to a changed environment.

- **"Perfective maintenance"** includes modifications and upgrades done in order to keep the software usable over a long period of time. It includes new features and new user requirements for refining the software and improving its reliability and performance.

- **"Adaptive maintenance"** includes modifications and upgrades applied to keep the software product up-to-date and tuned to the changing environment.

- **"Preventive maintenance"** includes modifications and upgrades to prevent future issues of the software. It aims to attend problems, which are not significant at this moment, but may cause serious issues in the future.

- **"Corrective maintenance"** includes modifications and upgrades done in order to correct or fix faults, errors and bugs, which are either discovered by the Customer or concluded by user error reports.

- **"Response time"** means the time elapsing between the reporting of an Issue by a Customer and the response from a Scytl's Technical Support Services engineer acknowledging receipt of the reported Issue.

- **"Diagnosis time"** means the time elapsing between the Response time and the diagnosis of the Issue made by Scytl's Technical Support Services engineer.

- **"Issue"** means either:
  a) A failure of the Software to conform to the specifications set out in the documentation relating to that version of the Software, resulting in the inability to use, or restriction in, the use of the Software; or
  b) A problem in current features requiring new procedures, clarifications, additional information and/or requests for product enhancements.

- **"Resolution or Patch or Bug Fix"** means either a Software modification or addition that, when made or added to the Software, corrects an Issue, or a procedure or routine that, when observed in the regular installation or operation of the Software, eliminates the practical adverse effect of the issue on you.

- **"Upgrade"** means a revision or change of version of the Software released by Scytl to its end user customers generally during the Support Services Term, to add new and different functions or to increase the capacity of the Software.
- **"Maintenance Release"** is a release of or for the Software, that includes the most recent Patches and Upgrades.
- **"Current Software Version"** means the most recently released, commercially available version of the Software at the time a Customer Support Contact relates a particular support incident to Scytl hereunder.
- **"Supported Versions"** means SCYTL's obligations with respect to the Maintenance Services, which shall apply only to those versions of the Software that are within one (1) year time frame of the Current Software Version.
- **"Hosted System"** means Software hosted by Scytl externally in its data center to which the Customer may access it over the Internet from anywhere at any time.
- **"Annual Pool of Hours"** means the number of support hours as captured in the contract. Support hours may include application "how to" questions, content modifications and technical support. Application issues as a result of Scytl product updates and hosting are not deducted from the pool of hours.

1.2   General Terms and Conditions

The Customer shall be entitled to the following Support and Maintenance services during the Term and upon payment of the Fee:

1.2.1   Scytl Technical Services.

Scytl Support and Maintenance Services include perfective, adaptive, preventive and corrective maintenance in relation to Supported Versions. The Support Services do not include any post-installation configuration or development support, such as integrations of the Software with the user or third-party developed software or data, configuration advice that is not related to the initial installation and setup, or non-bug related technical problem resolution.

1.2.2   Resolutions and Severity levels.

Scytl will make commercially reasonable efforts to provide a resolution or patch designed for resolving a reported issue in accordance with the Service Schedule hereto. If such issue has been resolved or corrected already in an existing Maintenance Release, the Customer must install and implement that Maintenance Release/Upgrade; otherwise, the resolution for critical and high severity issues may be provided in the form of a temporary patch (fix, procedure, or routine) to be used until a Maintenance Release containing the resolution is available. The priority level shall be agreed between the parties following the priority levels described below:

Severity	Description	Details
CRITICAL	An immediate and sustained effort using all available resources until issue is resolved.	• Business critical function is down • Major impact to Customer's business • No workarounds exist
HIGH	Technicians respond immediately, assess the situation, and may interrupt other staff working low or medium priority jobs for assistance.	• Business critical function is impaired or degraded • There are time-sensitive issues that impact on-going production • Workaround exists, but it is only temporary
MEDIUM	Respond using standard procedures and operating within normal Management structures.	• Non-critical function down or impaired • Does not have significant current production impact • Performance is degraded
LOW	Respond using standard operating procedures and as time allows.	• Non-critical, function down or impaired • No business impacts • General Service Enhancements

1.2.3 Technical Support Contacts.

Scytl Maintenance and Support Services will be accessible by one (1) designated contact (Technical Support Contact) and one (1) back up contact. You may modify your designated Technical Support Contact at any time during the terms of the service by confirmed email to Scytl's Technical Support Contact, who will be the main interface to the Scytl Maintenance and Support Services.

1.2.4 Exclusions from Scytl's Technical Services.

Scytl is not obligated to provide Technical Services in the following situations:

a) When Scytl determines that the Issue is caused by unauthorized changes or modifications to the Software provided by Scytl, resulting in malfunctioning of the Software. This is not applicable if the changes or modifications are made under the direct supervision of Scytl;

b) The Software has been damaged through negligent use by the Customer.

c) The Issue is caused by the negligence, hardware, malfunction or other causes beyond the reasonable control of Scytl;

d) The issue is caused by third party software not licensed by or through Scytl;

e) The Customer has not installed and implemented a prior Upgrade or Maintenance Release;

f) The Customer has not installed up-to-date browser and system software;

g) The Customer has not paid the Technical Service fees when due;

h) The version of the Software that the Customer is using is not a Supported Version;

i)   If the Customer has not complied with Scytl's license Agreement; or

j)   Failures related to an accident, disaster, or other Force Majeure event.

1.2.5   Agreement in Force.

Except as agreed herein, all other terms and conditions of the Agreement shall apply with full force and effect to this Service Level Agreement.

1.3   Escalation Process

For each issue:

1. The Customer's Technical Support Contact will notify Scytl of the issue through the agreed channels;

2. A Scytl Technical Support contact will acknowledge the reception of the issue;

3. A Scytl Technical Support contact will do an initial diagnosis and complete the incident details in the Incident Management Tool:

   - Services affected;

   - Level of disruption;

   - Cause of the incident, if known;

   - Estimated time to resolve the issue or time of next update;

   - Feasible workaround.

4. The Scytl Technical Support contact will call or email the Customer's Technical Support Contact providing the diagnosis and incident identifier and will agree on a *Criticality Level* based on a predefined set of criteria;

5. The Scytl Technical Support contact will provide regular updates on the incident status.

1.4   Service Level Agreements (SLAs)

To guarantee a smooth and efficient relationship between Scytl and their partners, Scytl assigns a Service Manager (Account Manager) who will be the main point of contact to coordinate regular maintenance and support activities.

The Service Manager will periodically report on the different activities performed, as well as the status of the contracted pools of support hours (if any).

What is included	• Single Point of Contact (SPOC)
What is not included	• Project Management activities for Electoral Events

1.4.1 Issue Response.

In the event the Hosted System fails to perform as required by this Agreement (an "Issue"), the following Issue Response Procedure shall apply: Customer will notify Scytl of any identified Issue as soon as possible. Customer will also provide the reasonable availability of a single point of contact to assist Scytl in resolving any Issue with the Software. Upon notification of an Issue, Customer and Scytl by mutual agreement in good faith shall classify the severity of the Issue based on the levels detailed in Section 1.2.2. Scytl shall follow up with Customer with a telephone call or email response within 30 minutes upon notification of an Issue, subject to the Issue levels below. During the follow-up telephone or email, Scytl shall provide Customer with an initial assessment of the Issue in conjunction with any identified steps for the parties to mitigate the Issue.

Severity	Response Time
Critical Priority	0-30 minutes (during business hours)
High Priority	Within 2 hours
Medium Priority	Within 24 hours
Low Priority	Within 5 working days

1.4.2 Service Details.

Scytl's Software Support and Maintenance Service is divided into different sub-services:

- Service availability;
- Planned Maintenance Service and Technical Support;
- Hosting.

Further details are provided below.

1.4.2.1 Service Availability.

Service hours	Monday to Friday from 8 AM to 5 PM EST (Eastern Time)
After hours support	On-call staff can be reached via the support telephone and/or support email. Calls received outside of Service Support Hours will be forwarded to the on-call service manager's mobile telephone. Email support is available using the support email product.support@scytl.com. Calls and emails received outside of the service time frame will receive a response in accordance with the priority of the reported issue.
Response time	Dependent on issue priority (see section Error! Reference source not found.)
Diagnosis time	Dependent on issue priority (see section Error! Reference source not found.)
Service volume	Annual pool of hours (see contract).
Rules of use	• In the event of consuming the whole bundle of hours, an additional pool of hours could be purchased; • Refunds or carry over are not considered if the pool of hours is not consumed at the end of the Agreement (and on a yearly basis).

1.4.2.2 Planned Maintenance Service and Technical Support.

1.4.2.2.1 Service Description – Planned Maintenance

Scytl is responsible for guarantying the quality of the Software provided under the Agreement, as well as facilitating the inclusion of new features as a result of a product evolution. Upon a **Maintenance Release**, Scytl guarantees the data integration for the **Supported Versions**.

What is included	• Perfective maintenance; • Adaptive maintenance; • Preventive maintenance (including updates such as digital certificates); • Corrective maintenance.
What is not included	• Extension of any existing functionality, which should be handled via the Change Management process; • The development of any new functionality, which should be handled via the Change Management process.

1.4.2.2.2 Service details – Planned Maintenance

Service hours	Monday to Friday from 9 AM to 5 PM EST Maintenance activities may be planned as after-hours service or during the weekends as agreed by the Customer.
Response time	Within 2 working days
Diagnosis time	• Critical and High severity issues - Within 8 service hours • Medium severity issues - Within 16 service hours

1.4.2.2.3 Service Description – Specialized Technical Support Service

Scytl provides specialized technical support for those software components embedded in the provided solution. The specialized technical support includes responses to technical questions and providing technical support during maintenance or testing activities[1]. The support service will be handled through the defined Technical Support Contacts.

What is included	• Response to technical questions related to the products making up the solution; • Deployment or support to the deployment on the Licensee's infrastructures after a Maintenance Release; • Ad-hoc digital signature of applications after a Maintenance Release; • Ad-hoc Trusted Build activities after a Maintenance Release.
What is not included	• Support on solution configuration for specific electoral processes.

1.4.2.2.4 Service details – Specialized Technical Support Service

Service hours	Monday to Friday from 9 AM to 5 PM EST
Response time	Within 2 working days
Diagnosis time	Within 3 working days
Service volume	Annual pool of hours (see proposal/contract).

---

[1] Technical support during specific electoral processes is an optional service that is not included under this service

17

Scytl

1.4.2.3   Hosting.

Scytl is responsible for new releases, security, maintenance, and uptime and will provide the Customer with the following services:

a. Hosting of the software on Scytl' servers in an Amazon Data Center rented by Scytl located in the US and providing the Customer access to the hosted SOFTWARE seven (7) days per week, twenty-four (24) hours per day, except for scheduled maintenance.

b. Installation, test, and initial system set up in the servers in the Data Center.

Scytl will provide the Customer with the following support and service level:

a. Availability of 99.9% uptime (excluding scheduled maintenance windows).

b. Full infrastructure and network redundancy using distributed cloud locations.

c. Reporting tools will be available upon request to show historic data.