



Election Results 2020
Are our Votes Safe from Foreign Interference?

From Master Agreement Between Tarrant County and ScytI 2017

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:

Tarrant County Elections
2700 Premier St, Fort Worth, TX 76111
Attention: Stephen Vickers, Election Administrator
E-mail: SVickers@TarrantCounty.com

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

SOE SOFTWARE CORPORATION
5426 Bay Center Drive, Suite 525,
Tampa, FL 33609
Attention: Marc Fratello
Email: marc.fratello@scytI.com
c.c.:
ScytI Secure Electronic Voting S. A.
Calle Enric Granados 84
08008 Barcelona
Spain
Attention: Mrs. Silvia Caparrós de Olmedo
Email: silvia.caparros@scytI.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

1.4.2.3 Hosting.

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

- Hosting of the software on ScytI' servers in an Amazon Data Center rented by ScytI 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.
- Installation, test, and initial system set up in the servers in the Data Center.

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

- Availability of 99.9% uptime (excluding scheduled maintenance windows).
- Full Infrastructure and network redundancy using distributed cloud locations.
- Reporting tools will be available upon request to show historic data.

2016-2017



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER

PAGE 1 OF 4

DATE: 03/15/2016

SUBJECT: SOE CORPORATION, D/B/A SCYTL - CLARITY TRAINING SOFTWARE AND MAINTENANCE - ELECTIONS ADMINISTRATION - \$24,297.00

*** CONSENT AGENDA ***

COMMISSIONERS COURT ACTION REQUESTED:

It is requested that the Commissioners Court approve SOE Corporation, d/b/a SCYTL as the sole source for the purchase of Clarity Online Training Software and the Assurance and Maintenance Plan, for Elections Administration, in the amount of \$24,297.00.

BACKGROUND:

SOE Corporation, d/b/a SCYTL (Form HB1295 Identification #RFQ 2016-434-I) provided the Purchasing Agent documentation to substantiate the fact that they are the sole source for Clarity Online Training software and the annual Assurance and Maintenance Plan. This documentation claims that SOE Corporation, d/b/a SCYTL is the only provider of this technology and the only company that can maintain the Clarity Online Training product.

Under the County Purchasing Act, exemptions to the competitive bidding requirements are allowed for certain types of purchases. The statutes require that the Purchasing Agent advise the Commissioners Court of the existence of only one (1) source, with such notice to be entered into the minutes of the Court.

Accordingly, the above item has been determined to be sole source under the County Purchasing Act 262.024(a)(7) as follows:

"(7) an item can be obtained from only one (1) source, including:

- (A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;"

FISCAL IMPACT:

Funding in the amount of \$24,297.00 is available in account 578025/10000-2016/1420000000.

SUBMITTED BY:	Purchasing	PREPARED BY:	Rita C. Pauley, CPO
		APPROVED BY:	

Service	Fee	Invoicing Date
Clarity Election Night Reporting, Online Poll Worker Training, Help Desk Support and Asset Tracking Annual Maintenance Fee 10/01/17-09/30/18	\$83,357.00	Upon execution of agreement by all Parties.



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER

PAGE 1 OF 24

DATE: 10/03/2017

SUBJECT: SOE CORPORATION, D/B/A SCYTL - CLARITY ONLINE TRAINING SOFTWARE AND MAINTENANCE - ELECTIONS ADMINISTRATION - \$83,357.00

*** CONSENT AGENDA ***

COMMISSIONERS COURT ACTION REQUESTED:

It is requested that the Commissioners Court approve SOE Corporation, d/b/a SCYTL as the sole source for the purchase of Clarity Online Training Software and Maintenance, for Elections Administration, in the amount of \$83,357.00 and approve contract.

BACKGROUND:

SOE Corporation, d/b/a SCYTL (Form HB 1295 Identification #RFQ 2017-1175) provided the Purchasing Agent documentation to substantiate the fact that they are sole source provider for Annual Assurance of the Clarity Online Training, Asset Tracking, Help Desk Support, and Election Night Reporting software and maintenance. This documentation claims that this technology cannot be licensed, purchased, or leased from any other company and they are the only company to maintain this software and services.

Under the County Purchasing Act, exemptions to the competitive bidding requirements are allowed for certain types of purchases. The statutes require that the Purchasing Agent advise the Commissioners Court of the existence of only one (1) source, with such notice to be entered into the minutes of the Court. Accordingly, the above item has been determined to be sole source under the County Purchasing Act 262.024(a)(7) as follows:

"(7) an item can be obtained from only one (1) source, including:

- (A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;"

The term of contract is twelve (12) months, effective October 3, 2017. Additionally, the parties may cancel the agreement beginning one (1) year after date of approval and upon ninety (90) days written notice. The contract is attached for approval and signature. The Criminal District Attorney's Office reviewed this contract as to form.

FISCAL IMPACT:

Funding in the amount of \$83,357.00 is available in account 578025/10000-2018/1420000000.

SUBMITTED BY:	Purchasing	PREPARED BY:	Rita C. Pauley, CPO
		APPROVED BY:	

Portions of Old SOE D/B/A Scvtl Contracts



June 12, 2012

Mr. Steve Raborn
Tarrant County Elections Administrator
2700 Premier Street
Ft. Worth, TX 76111

Re: Hart InterCivic Reseller Relationship

Dear Mr. Raborn,

This letter details SOE Software's reseller relationship with Hart InterCivic, the tabulation equipment vendor currently utilized by Tarrant County. SOE Software has in place as part of our agreement with Hart a non-compete requirement which precludes Hart from pricing, marketing or providing solutions similar to the Clarity Election Suite. This agreement designates Hart InterCivic as the sole reseller of the Clarity Election Suite within the State of Texas.

Hart does not have products that compete with the Clarity Election Suite, however if they had competitive products they would not be permitted contractually to compete with SOE Software, either directly or indirectly through a third party. This non-compete agreement is part of a larger Master Agent Agreement Hart has entered into with SOE. In return for Hart being able to resell SOE's products for a commission, Hart has agreed not to develop market or sell any competitive products of either their own or a third party for a period of 5 years from the effective date of the agreement and for an additional one year thereafter. This relationship has been proven effective in multiple state-wide and county-wide deliveries of the Clarity Election Suite.

Please let us know if you have any further questions.

Sincerely,

Marc J. Franklin, CEO
SOE Software
3426 Bay Center Drive, Suite 500
Tampa, FL 33569
(813) 495-7141



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER

PAGE 1 OF 4

DATE: 8/14/2012

SUBJECT: APPROVAL OF ADDENDUM TO THE HART MASTER AGREEMENT - RFP NO. 2006-005 - DIRECT RECORDING ELECTRONIC (DRE) VOTING SYSTEM AND/OR OPTICAL SCAN VOTING SYSTEM - ELECTIONS ADMINISTRATION - HART INTERCIVIC

*** CONSENT AGENDA ***

COMMISSIONERS COURT ACTION REQUESTED:

It is requested that the Commissioners Court approve Addendum to the Hart Master Agreement for RFP No. 2006-005, Direct Recording Electronic (DRE) Voting System and/or Optical Scan Voting System, for Elections Administration, with Hart InterCivic.

BACKGROUND:

On January 10, 2006, the Commissioners Court, through Court Order #97174, awarded RFP No. 2006-005, Direct Recording Electronic (DRE) Voting System and/or Optical Scan Voting System to Hart InterCivic.

The addendum adds the following products to the Master Agreement:

SOE Clarity Modules and Ongoing Maintenance
ENR, Mobile, Control, Support, and Tracking

Hart Preventive Maintenance
JBC and eScan

The addendum is attached for approval and signature. The District Attorney's Office reviewed this contract as to form.



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER

PAGE 1 OF 4

DATE: 8/14/2012

SUBJECT: APPROVAL OF AMENDMENT 1 TO CLARITY ELECTION SUITE HOSTING AND SUPPORT AGREEMENT - ELECTIONS ADMINISTRATION - SOE SOFTWARE CORPORATION - \$813,100.00

*** CONSENT AGENDA ***

COMMISSIONERS COURT ACTION REQUESTED:

It is requested that the Commissioners Court approve Amendment 1 to Clarity Election Suite Hosting and Support Agreement, for Elections Administration, with SOE Software Corporation for \$813,100.00.

BACKGROUND:

On May 22, 2007, the Commissioners Court, through Court Order #100641, approved Annual Software Assurance and Support Agreement with SOE Software Corporation for Elections Administration.

The amendment adds the Clarity Election Suite, the ENR, Control, Mobile, Support, and Tracking modules to the existing support agreement. Tarrant County agrees to remit payment to SOE Software Corporation's authorized partner, Hart InterCivic, in the amount of \$813,100.00. This is the cost of licensing, implementing, and supporting the ENR, Control, Mobile, Support, and Tracking modules for a period of five (5) years from the date of execution of this document.

Amendment 1 is attached for approval and signature. The District Attorney's office reviewed the contract as to form.

FISCAL IMPACT:

Funding in the amount of \$813,100.00 is available in account 521001/M0027-2006/1420000000 /Grant-2004.

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 administrative portion of the SOFTWARE or (ii) 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, which must be previously agreed to by both PARTIES.
- 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.

ARTICLE 4. - MAINTENANCE AND SUPPORT

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 an Appendix 1, being 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 PARTIES have appointed the following persons as their respective Single Point of Contact (SPOC)

CUSTOMER: Stephen Vickers
Email: svickers@Tarrantcounty.com

SCYTL: Wendy Williams
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. Upon termination of the contract, SCYTL will assist the Customer with the transfer of Customer files, election data, documentation, and other materials (at no additional cost), with the understanding that the ENR, Support, Training, and Asset Tracking software themselves are pre-existing solutions and remain the sole intellectual property of SCYTL. Both PARTIES will determine an agreed upon timeframe for the return of the 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.

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, SCYTL, 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.

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 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 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 ScytI'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 ScytI's Technical Support Services.
- **"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 ScytI 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 ScytI hereunder.
- **"Supported Versions"**. SCYTl' obligations with respect to the Maintenance Services shall apply only to those versions of the Software that are within one (1) year time frame of Current Software Version.
- **"Hosted System"** means Software hosted by ScytI externally **in its data center** to which the Customer may access it over the internet from anywhere at any time.

2018-2022



SOE Software Corporation
5425 Bay Center Drive
Suite 525
Tampa, FL 33609

Invoice

Date	Invoice #
9/8/2018	000458

Bill To
Tarrant County Auditors Office
100 E. Weatherford
Suite 500
Fort Worth, TX 76165-0103

P.O. No.	Terms	Due Date	Account #	Project
	Net 30	10/8/2018		
Description	Qty	Rate	Amount	
Annual Support and Maintenance For The Following Scyll Products: ENR Web 01 Annual Assurance OTR Annual Assurance AT Annual Assurance For The Period From October 1st, 2018 Thru September 30th, 2019 For Billing Question Please Call 813-885-7536		73,703.00	73,703.00	

RECEIVED
SEP 11 2018
AUDITOR-YG

Total	USD 73,703.00
Payments/Credits	USD 0.00
Balance Due	USD 73,703.00

- "Upgrade" means a revision or change of version of the Software released by Scyll 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 Scyll hereunder.
- "Supported Version" 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 Scyll 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 Scyll product updates and hosting are not deducted from the pool of hours.



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER

PAGE 1 OF 12

DATE: 09/29/2020

SUBJECT: APPROVAL OF EXTENSION AMENDMENT TO THE CONTRACT
BETWEEN TARRANT COUNTY AND SOE SOFTWARE CORPORATION,
D/B/A SCYTL FOR THE ELECTION NIGHT RESULTS PLATFORM

COMMISSIONERS COURT ACTION REQUESTED:

It is requested that the Commissioners Court approve an Extension Amendment to the Contract between Tarrant County and SOE Software Corporation, d/b/a Scyll for the Election Night Results (ENR) platform.

BACKGROUND:

On October 15, 2019, through Court Order #131331, the Commissioners Court approve a contract amendment that extends the agreement for Election Night Reporting (ENR) Web 02, effective October 1, 2019 through September 30, 2020.

With approval, this amendment extends the term of the agreement from October 1, 2020 through September 30, 2021 for a total amount of \$27,886.00. The approval would also allow for an additional one (1) year renewal starting on October 1, 2021, through September 30, 2022, for the same annual license cost as the first year.

The amendment is attached for approval and signature. The Criminal District Attorney's office has reviewed the amendment as to form.

FISCAL IMPACT:

The annual license of \$27,886.00 has been budgeted for and is the same amount of previous years.

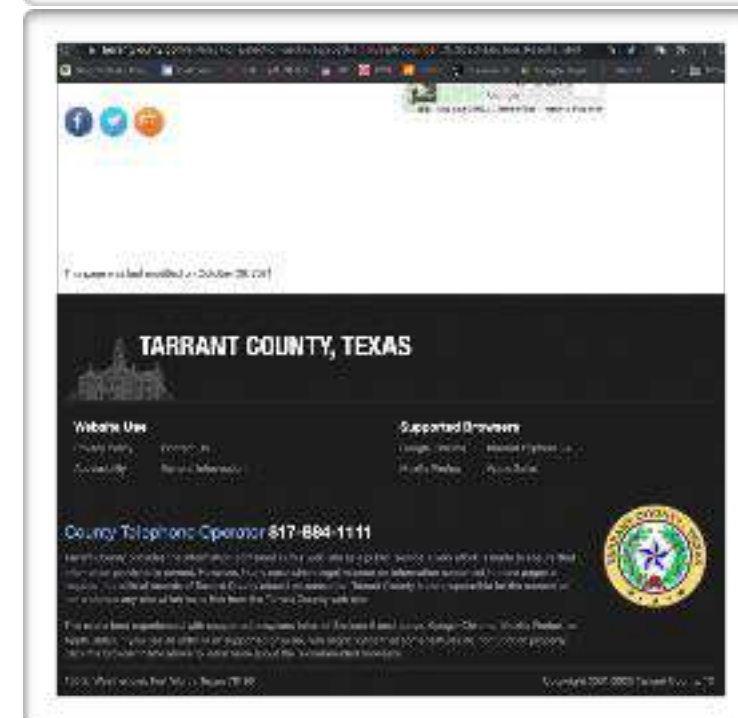
SUBMITTED BY: Elections Administration

PREPARED BY: Heider Garcia

APPROVED BY:

November 3, 2020 Election Results

- Tarrant County archives
- [TarrantCounty.com](https://www.tarrantcounty.com) URL
- URL property of Tarrant County



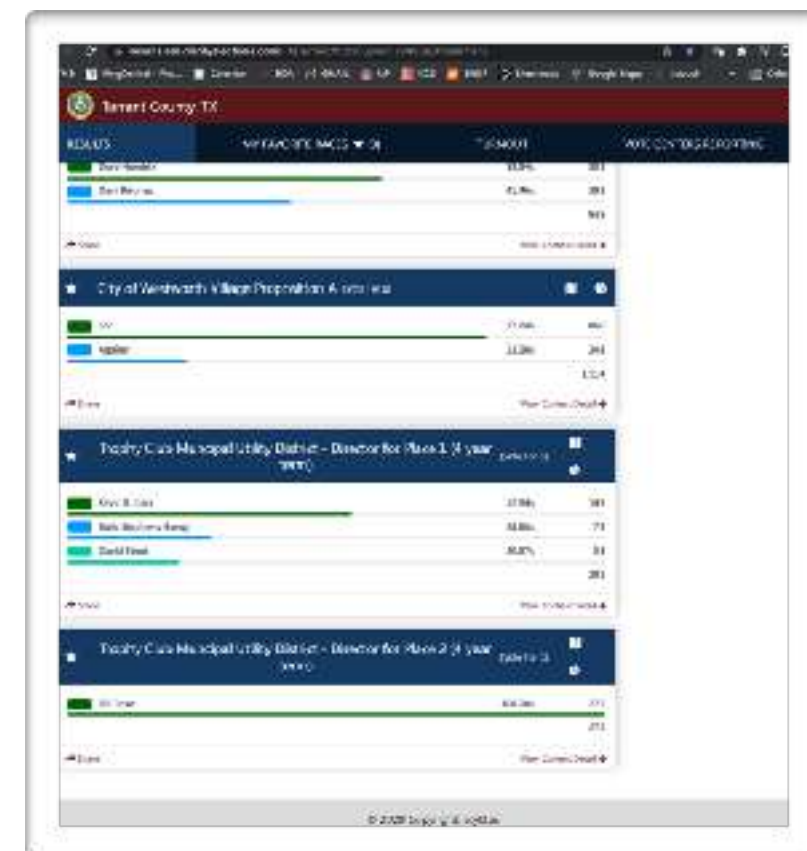
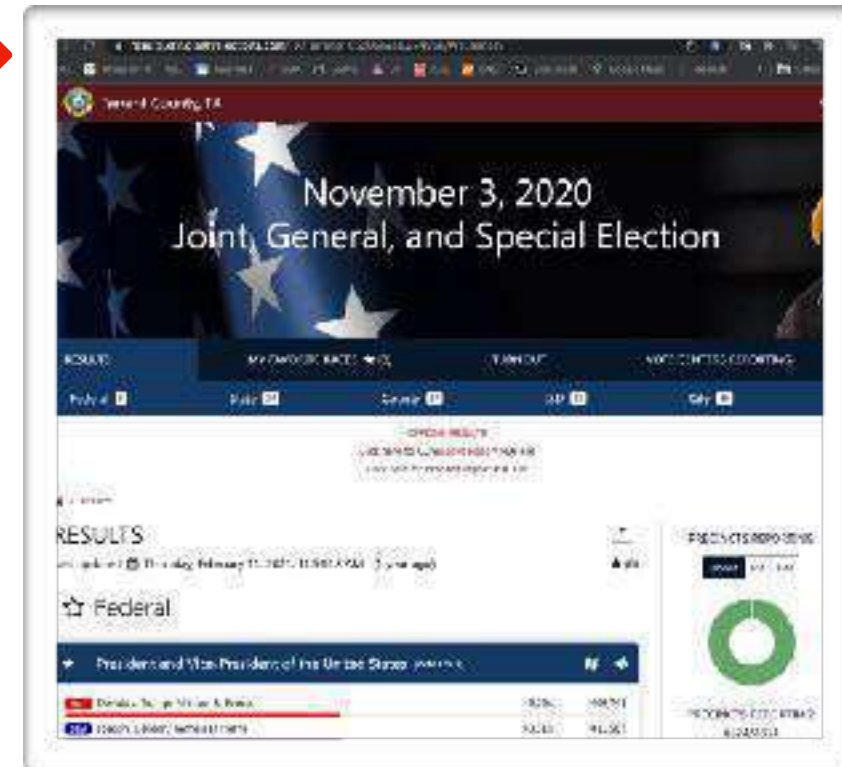
View a Cumulative Report

- Cumulative Reports listed on Tarrant's web page
- Click on View a Cumulate Report on Tarrant's web page
- Cumulative PDF created by Microsoft Reporting Services 11.0.0.0 from web page
- While doing a search on cell phone cumulative report shows to be on TarrantCounty.com

[illegible][illegible]

View the graphical Election Night Reporting Tool (ENR)

- Graphical Election Night Reporting Tool (ENR) listed on Tarrant's web page
- Click on graphical Election Night Reporting Tool (ENR) listed on Tarrant's web page
- Election Night Reporting Tool (ENR) directs age to [ClarityElecitons.com](https://www.clarityelections.com)
- Clarity Elections property of [scytl.us](https://www.scytl.us)



Viewing Official Results from ClarityElections.com | Scytl.us

- From ClarityElections.com | scytl.us voters can view official results from election as a cumulative report PDF file and precinct report PDF file
- Once reports are selected voter is directed back to Tarrant's URLs below
- Cumulative Report: <http://access.tarrantcounty.com/content/dam/main/elections/2020/1120/reports/cumulative.pdf>
- Precinct Report: <http://access.tarrantcounty.com/content/dam/main/elections/2020/1120/reports/precinct.pdf>

