

CONTRACT BETWEEN
TENEX SOFTWARE SOLUTIONS, INC.
AND
COUNTY OF GLOUCESTER

THIS CONTRACT is made effective the 15th day of September, 2021, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and TENEX SOFTWARE SOLUTIONS, INC. of 5021 W. Laurel Street, Tampa, FL 33607, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County to purchase election software for election operations in the County of Gloucester; and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because Contractor has certified that it has not made or will not make during the term of the contract a disqualifying contribution; and

WHEREAS, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1); and

WHEREAS, Contractor represents that he is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. TERM. Contract shall be effective upon the execution of contract and Contractor shall perform services and the one (1) year Software Warranty shall commence upon delivery.
2. COMPENSATION. Contractor shall be compensated in the total contract amount of \$74,500.00.

Contractor shall be paid in accordance with this contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this contract.

3. DUTIES OF CONTRACTOR. Contractor shall be compensated in a total contract amount of \$74,500.00, as per Contractor's Tenex Election Desk (TED) Contract, dated August 4, 2021, attached hereto as Attachment A and made a part of this contract. Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of any specifications, which may have been issued by the County of Gloucester in connection with the work to be performed.

Contractor shall be paid in accordance with this Contract document upon date of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. The Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented

from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current license and permits to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or Subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or Subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any

payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. PROPERTY OF THE COUNTY. All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. INDEMNIFICATION. The Contractor or Subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION. This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the Contractor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

11. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory

by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

12. SET-OFF. Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

13. PREVENTION OF PERFORMANCE BY COUNTY. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

14. METHODS OF WORK. Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

15. NON-WAIVER. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

16. PARTIAL INVALIDITY. In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

17. CHANGES. This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

18. NOTICES. Notices required by this Contract shall be effective upon mailing of notice

by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

19. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

20. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent Contractor and is not an agent of the County.

21. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

22. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

23. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

24. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of County, incorporated into this Contract by reference and Contractor's Tenex Election Desk (TED) Contract, dated August 4, 2021, attached hereto as Attachment A. If there is a conflict between this Contract and the specification or the Contractor's Contract, then this Contract and the Specifications shall control.

THIS CONTRACT shall be effective the 15th day of September, 2021.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

Laurie J. Burns

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

Robert M. Damminger
ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

Lori Lawlis
Lori Lawlis, Manager

TENEX SOFTWARE SOLUTIONS, INC.

Ravi Kallem
By: RAVI KALLEM
Title: PRESIDENT

ATTACHMENT A

Tenex Software Solutions, Inc.

Tenex Election Desk (TED) Contract

Tenex Software Solutions, Inc.

TENEX ELECTION DESK (TED) CONTRACT

This contract ("Agreement") is entered into on this ____ day of August, 2021 (the "Effective Date") by and between Tenex Software Solutions, Inc., a Florida corporation, having its principal place of business at 5021 W. Laurel St., Tampa, Florida 33607 ("Tenex" "Vendor" or "Company"), and Gloucester County, New Jersey ("Customer"), and governs the provision of the Tenex Election Desk (TED) Solution (the "Solution(s)" as defined herein) by Tenex to Customer, and the use of the System(s) (as defined below) by Customer, together with related services provided by Tenex to Customer, all in accordance with its terms. For convenience, Tenex and Customer are sometimes referred to in the Contract Documents as "Parties".

1.0 DEFINITIONS

The following definitions will apply:

- a. **System.** "System" means the modules or products that make up the Tenex Election Desk (TED) system.
- b. **Customer Data.** "Customer Data" means any of the customer's information, documents, or electronic files that are provided to Tenex.
- c. **Service.** "Service" means Tenex's work product necessary for providing the Tenex Election Desk (TED) modules and election related support.
- d. **Support.** "Support" means the ongoing services by Tenex to support & maintain the System as defined below.
- e. **Solution(s).** "Solution(s)" means the Tenex Election Desk (TED) modules provided by Tenex, under the Agreement, inclusive of all software and services required to make the Tenex Election Desk (TED) System fully functional.
- f. **Contract Documents.** "Contract Documents" means this Agreement, including all exhibits and attachments.
- g. **Agreement.** "Agreement" shall mean this software purchase agreement document, including all exhibits and attachments hereto.
- h. **Deliverables.** "Deliverables" shall mean any products furnished or services provided by or through Tenex under the Contract Documents.
- i. **CAS.** "CAS" or "Custom Application Software" means custom software components of the Solution(s) developed by Tenex and required to fulfill the specifications in the Contract Documents including, but not limited to, parametric instructions, program source statements, and customization of standard software components. CAS does not include software developed by other or third parties ("TPS").
- j. **TPS.** "TPS" means the software components of the Solution(s) other than CAS, including computer program, documentation, updates and related material. Software developed by entities other than Tenex.
- k. **Software.** "Software" means a collection of computer programs, codes or data used to direct the operation of a computer or tablet device, including any documentation giving instructions on how to use them, including CAS and TPS.
- m. **Acceptance.** "Acceptance" means written acceptance of Deliverables provided by Tenex under the Agreement following successful completion of acceptance testing of the Solution(s) by Customer. Payment, progress payments, or partial use of the Solution(s) by the Customer shall not constitute acceptance of Deliverables not furnished, implemented or operating in accordance with the requirements of the Contract Documents.
- o. **Contract Price.** "Contract Price" means the maximum price to be paid by Customer for all Deliverables to



be rendered by or through Tenex under the Agreement for all Deliverables, including a fully implemented and fully functioning Solution(s) as described in the Contract Documents, together with the cost of the Warranty Period following Acceptance.

p. **Purchased Product(s).** "Purchased Product(s)" means the complete Solution(s) being licensed to Customer by Tenex on a yearly basis.

q. **Warranty Period.** "Warranty Period" means the 12-month period after Acceptance of the Solution(s) by Customer during which period Tenex will correct any material deficiencies in the Solution(s) or Deliverables at Tenex's expense.

r. **Prime Time Hours.** "Prime Time Hours" means any time during the 30 days prior to election day, election day, and 21 days after election day.

s. **Major Downtime.** "Major Downtime" means problem(s) with Tenex Election Desk (TED) or its components which significantly interfere with the functionality or reliability of its operations or intended purpose.

2.0 DELIVERABLES & DEADLINES

Tenex Software Solutions, Inc. shall perform the Services and provide the software ("Software") to Customer, according to a Project Schedule to be outlined at the outset of the project. Tenex will implement the Election AIM, Election Force, Election PAL, Election Response, and Ready Board ("Solution(s)") for the Customer, overviewed below.

Election AIM: Keep track of all election assets and supplies with Election Asset and Inventory (AIM) solution. You will always know where all your equipment is, how much is needed for each election, how election equipment should be packed, all chain of custody and seal information, if equipment has been delivered or returned, and more.

Election Force: Staffing and training for elections is indeed a daunting and labor-intensive task. Poll workers must be scheduled for training, scheduled for work, and paid accordingly. While most systems today provide some amount of functionality for managing poll workers, the management requirements do not end at poll workers; there is also the complexity of managing schedules for trainers, early voting staff, roving technicians, and temporary office-staff to name a few. Election Force is an integrated and innovative solution that is designed specifically for the staffing and scheduling requirements for election offices. It also includes a front facing portal that allows workers to apply for work, provide availability, schedule training, and more.

Election PAL: Election Precincts and Locations (Election PAL) you can maintain all your locations, such as absentee drop-off, equipment and supply drop-off sites, early voting sites, and voting locations. Maintain a complete history of how locations are used, unlimited numbers of contacts for each location, documents, and more.

Election Response: Election Response is a call tracking and trouble ticket management solution designed specifically to fit the election tracking and reporting needs. The software was designed from the ground up with input from elections offices for a system that can automate the paper-based process for handling and escalating issues on Election Day and the days leading up to the election.

Ready Board: Ready Board is solution that allows Customers to receive a high-level overview of the statuses of tasks relating to an election. "Ready Boards" are color-coded, customizable boards that allow users to manage and maintain statuses based on specific election related tasks as the county deems fit. Ready Board works in conjunction with Election AIM to provide high level information by precinct, location, or vote center, on tasks and equipment statuses quickly and efficiently.

Any delays in Tenex's performance caused by Customer third parties shall not constitute a breach of this Agreement by Tenex. Any delays in Customer's performance caused by Tenex Software Solutions, Inc. or third parties shall not constitute a breach of this Agreement by Customer.

3.0 SOFTWARE LICENSE AND SERVICE AGREEMENT

3.1 Use Rights

During the term and subject to the terms of this Agreement, Tenex hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right to permit Customer's users to use the Solution(s) and its components for Customer's business purposes.

3.2 License and Use Restrictions

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

3.3 Customer Data

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

3.4 Security

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

All performance under this Agreement, shall be in accordance with the Customer's security requirements, policies, and procedures. Vendor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to Customer systems accessed in the performance of Services in this Agreement.

The Customer agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations in this Agreement with respect to use, copying, modification, protection, and security of proprietary software and other proprietary data.

4.0 SUPPORT

4.1 Updates

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

4.2 Error Correction

Tenex shall use commercially reasonable efforts to correct all errors or to provide a reasonable workaround as soon

as is possible using its reasonable efforts during Tenex's normal business hours. Customer shall provide such access, information, and support as Tenex may reasonably require in the process of resolving any error.

4.3 Support Exclusions

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

5.0 OWNERSHIP OF PURCHASED PRODUCTS

5.1 Warranties

Tenex warrants and represents that it is, and on the date of the delivery of the Purchased Product(s) shall be, the sole owner and copyright holder of the Purchased Product(s); that it has, and on the date of the delivery of the Purchased Product(s) shall have, the full right and authority to grant this license; and that neither this license nor performance under this Agreement does or shall conflict with any other agreement or obligation to which Tenex is a party or by which it is bound.

5.2 Deliverables

Title to all other Deliverables, such as training documentation, to be provided to Customer by or through Tenex as a part of this Agreement shall remain sole property of Tenex and should not be distributed, shared or shown to any other party without written explicit permission from an authorized Tenex employee.

6.0 FEES, EXPENSES & PAYMENT

6.1 Project Fees

Customer agrees to pay the following fees for use of the Election AIM Solution.

- **\$18,500.00** to be billed on the date this Agreement commences ("Effective Date"). (Attachment A)
- **\$18,500.00** to be billed on the 1st year anniversary of this Agreement.
- **\$18,500.00** to be billed on the 2nd year anniversary of this Agreement.
- **\$18,500.00** to be billed on the 3rd year anniversary of this Agreement.

Customer agrees to pay the following fees for use of the Election Force Solution.

- **\$17,500.00** to be billed on the date this Agreement commences ("Effective Date"). (Attachment A)
- **\$17,500.00** to be billed on the 1st year anniversary of this Agreement.
- **\$17,500.00** to be billed on the 2nd year anniversary of this Agreement.
- **\$17,500.00** to be billed on the 3rd year anniversary of this Agreement.

Customer agrees to pay the following fees for use of the Election PAL Solution.

- **\$11,250.00** to be billed on the date this Agreement commences ("Effective Date"). (Attachment A)
- **\$11,250.00** to be billed on the 1st year anniversary of this Agreement.
- **\$11,250.00** to be billed on the 2nd year anniversary of this Agreement.
- **\$11,250.00** to be billed on the 3rd year anniversary of this Agreement.

Customer agrees to pay the following fees for use of the Election Response Solution.

- **\$20,250.00** to be billed on the date this Agreement commences ("Effective Date"). (Attachment A)
- **\$20,250.00** to be billed on the 1st year anniversary of this Agreement.
- **\$20,250.00** to be billed on the 2nd year anniversary of this Agreement.
- **\$20,250.00** to be billed on the 3rd year anniversary of this Agreement.

Customer agrees to pay the following fees for use of the Ready Board Solution.



TENEX
SOFTWARE SOLUTIONS

Tenex Software Solutions, Inc.
5021 W. Laurel St.
Tampa, FL 33607

- **\$7,000.00** to be billed on the date this Agreement commences ("Effective Date"). (Attachment A)
- **\$7,000.00** to be billed on the 1st year anniversary of this Agreement.
- **\$7,000.00** to be billed on the 2nd year anniversary of this Agreement.
- **\$7,000.00** to be billed on the 3rd year anniversary of this Agreement.

6.2 Expenses

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

6.3 Payment Terms

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

- Tenex Software Solutions, Inc. will submit an invoice at Agreement signing date ("Effective Date") for the full amount of year 1 software to be paid by the Customer upon receipt of invoice.
- Tenex Software Solutions, Inc. will submit an invoice annually at the anniversary of the contract year. Payment will be due from Customer on receipt of invoice.

7.0 INTELLECTUAL PROPERTY

7.1 Intellectual Property Ownership

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

- All information regarding the Tenex Election Desk (TED), scripts used to create reports, data transformation utilities and monitoring modules used to keep track of the health of the System.
- All training materials and documentation provided to the Customer.

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

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

7.2 Warranty

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

8.0 TERM & TERMINATION

8.1 Term

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

8.2 Termination

(a) Either party may terminate this Agreement effective immediately if the other party (i) commits any material breach or default of this Agreement; (ii) becomes the subject of any voluntary or involuntary proceeding under the U.S.

Bankruptcy Code or state insolvency proceeding and such proceeding is not terminated within sixty (60) days of its commencement; or (iii) ceases to be actively engaged in business and has not assigned this Agreement.

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

9.0 CONTRACTOR RELATIONSHIP

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

10.0 NON-SOLICITATIONS & CONFIDENTIAL INFORMATION

10.1 Non-solicitation

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

10.2 Confidential Information

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

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

11.0 WARRANTIES & REPRESENTATIONS

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

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

12.0 LIABILITY

12.1 Total Liability

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



TENEX
SOFTWARE SOLUTIONS

Tenex Software Solutions, Inc.
5021 W. Laurel St.
Tampa, FL 33607

12.2 Limitation of Remedies

Customer's exclusive remedy, and Tenex's sole liability for any case or controversy arising out of Tenex's failure to perform any of its obligations hereunder shall be to terminate this Agreement pursuant to **Section 8.2** and receive a refund from Tenex Software Solutions, Inc. of the unearned portion of any fees paid with respect to the Services.

Customer: Gloucester County, New Jersey	Vendor: Tenex Software Solutions, Inc.
Signature:  Name: Robert M. Damminger Title: Commission Director Mailing Address: <u>2 South Broad St.</u> <u>Woodbury, NJ 08096</u> Date: <u>9/15/21</u>	Signature: <u>Ravi Kallem</u> Name: Ravi Kallem Title: President Mailing Address: 5021 W. Laurel Street Tampa, FL 33607 Tax ID #: 59-3647858 Date: 08/04/2021



TENEX
SOFTWARE SOLUTIONS

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

Gloucester County, NJ Software Solutions Quote

Date: **August 4, 2021**

To: Gloucester County, NJ

From: Tenex Software Solutions, Inc

Item #	Product Description	Quantity	Unit Price	Total
1	Software - Election AIM Yearly Software License (Asset & Inventory Tracking)	1	\$ 18,500.00	\$ 18,500.00
2	Software - Election Force Yearly Software License (Election Worker Management)	1	\$ 17,500.00	\$ 17,500.00
3	Software - Election PAL (Preinct & Location Management)	1	\$ 11,250.00	\$ 11,250.00
4	Software - Election Response Yearly Software License (Help Desk & Issue Tracking)	1	\$ 20,250.00	\$ 20,250.00
5	Software - Ready Board Yearly Software License (Voting Location Status Tracking)	1	\$ 7,000.00	\$ 7,000.00

Yearly SaaS Fees - Total Purchase Price: \$ 74,500.00

Terms:

This quote is valid for 90 days and subject to change based upon contract terms and conditions or any change in configuration.