Soch *Positive Thinking*

Integra

Purchase Agreement
Navarro County, Texas

A Single, Effective and Efficient Election Management Solution to better serve your Constituents

Designed By Election Officials For Election Officials

Table of Contents

Section 1: Introduction

Soch, Inc, is a software company based in Richmond, Virginia and is incorporated under the laws of the Commonwealth of Virginia.

Integra Origin & Experience

Our parent company is Soch. Our name is a Punjabi/Hindi phrase for "positive thinking." At Soch, we are driven to come alongside government sector employees to leverage technology to reduce mundane and complex tasks. Our products are designed BY government officials FOR government officials with state-of-the-art technology.

Our genesis story comes from our experience in the public sector and seeing the frustration of our fellow employees working with technology-driven products, which were not designed by end-users. These products were challenging to learn and use, requiring days of training and instruction guides to navigate.

Whether you are using spreadsheets or antiquated, monolithic systems, most localities are running elections through solutions which have been pieced-together through the years. While these may "work", they don't "work with one another". To gain timely access to accurate data, it is critical to have ONE solution, which integrates all key factors of your election ecocycle.

Integra is a single solution approach to the election ecocycle. Knowing that all information impacts other areas, the days of siloed solutions no longer work. Having an efficient and effective tool which is intuitive and easy to use, is the key to better election oversight.

This document is a Purchase Agreement, henceforth referred to as "Agreement".

This Agreement is between Client and Service Provider as defined in Section 2 of this Agreement.

Section 2: Identification of Parties

A. Software and / or Services Provided by (henceforth referred to as "Service Provider")

Soch, Inc.
701 East Franklin Street, Suite #1515
Richmond, Virginia 23219

B. Software and / or Services Purchased by (henceforth referred to as "Client")

Navarro County Election Administration
Navarro County Annex
601 N 13th St STE 3
Corsicana, TX 75110

Section 3: Invoice Procedure

- Agreement Period – This agreement is valid from 7/1/2024 to 6/30/2027, as signed by both parties.
- Invoices will be sent to Client either electronically or to the address as identified in Section 2.B of this Agreement.
- Payment will be made to the Service Provider at the address identified in Section 2.A of this Agreement.
- Payment is due within 30 days after invoice receipt date.

Section 4: Confidentiality

Service Provider and Client each agree to treat all discussions, information exchanged, and data as confidential while this Agreement is in force and as applicable under the laws of the Commonwealth of Virginia and the client's state. Any proprietary information shared by Service Provider with Client will remain confidential in perpetuity and shall not be disclosed without expressed written consent by Service Provider.

Section 5: Software Purchase

Client has agreed to purchase Integra version 5.0 software from Service Provider in order to get a single solution to a wide variety of critical election tasks. Because changes in one area affects others, having a single solution allows automated adaptation, increased efficiencies, reducing errors and redundancy.

1. **Precinct's Readiness** – Integra provides local checklists and inventory/ordering of support supplies. This includes a history of supplies used for various elections.
2. **Location Management** - You'll have detailed information for each voting location, including a secure repository for onsite personnel, ADA compliance, site maps. Visual representations provide which precincts cover various District Maps/ Areas (Federal, State & Local offices).
3. **Poll Worker Management** - Integra uses a simple (4) S.T.E.P process. This one environment captures critical information for each poll worker - from the initial screening, decision on hiring, history of oaths, training record, skill proficiencies, election schedules and payment for training and elections served.
4. **Election Checklist** – You'll have customized countdowns toward elections (general, primaries and special).
5. **Inventory Management** - It's important to manage and track all voting systems, EPBs and other election equipment. You can assign voting machines and poll books to each precinct, by serial number and asset tag. Our Chain of Custody captures each "hand off" and provides a clear audit trail of how each machine traveled to each voting location.
6. **Districts / Location of Precincts** - See the relationship of Federal, State and Local districts to each precinct and your poll workers. Integra provides complete automation of the "downstream effects" of changes made to district map realignments, which affect voting equipment and poll workers.
7. **Voting Location Readiness** - Not just Election Day, early voting and satellite locations readiness is key. Integra captures historical information to help you prepare for future elections.

8. **Logic & Accuracy** - Integra hosts a safe repository of historical records of certification of voting equipment
9. **Election Worker's Portal** - easy access for citizens to apply to be a poll worker and gain insight into their poll worker training schedule, election schedule and pay.

This software is Soch (Integra) version 5.0 (henceforth referred to as "Integra").

Section 5A: Number of Licenses

Internal users only: The internal users means the client employees. The total number of licenses will be 5. This will allow up to 5 client users to use Integra. Any additional user seat will be $99/month. For buying 10 or more seats there will be a discount of 10%.

Election Workers (a.k.a poll workers): There will be 200 seats for poll workers. The additional block can be purchased in the increments of 100 poll workers. The cost per user is $0.99 per month. Also, includes cost for the total number of texts up to 3,000 annually. Any additional block of text messages can be purchased in the increments of 10,000 (approx. $500-$600 for 10,000 messages) messages at the current price when purchase occurs. Also, it includes 10,000 emails. Any additional block of emails can be purchased in the increments of 10,000 ($500 for 10,000 emails).

Section 5B: Term of Licensing Agreement

Client will retain use of Integra licenses for the agreement period. To terminate licensing agreement, the client must provide 90 days written notice prior to the next renewal/ option date. In order to get and keep the discounts, the contract must be executed for the full term. Any early termination will void any discounts provided as part of this agreement. The Client will pay the full price for each year.

For any disagreement, please refer to Section 12.

Section 5C: Pricing Schedule for Software

Please refer to Section 8: Pricing Schedule

Section 5D: Software Upgrades

Service Provider will release upgrades to all clients on a schedule as solely determined by Service Provider. Clients will receive all upgrades on Integra current version.

Soch, Inc. retains exclusive rights to determine whether any changes to Integra are an upgrade or a new version of the software. New versions of the software may be purchased by Client under a separate agreement, however the release of a new version of Integra does not release Service Provider from its obligations of this Agreement.

Section 5E: Warranty

Service Provider agrees to maintain Integra's ongoing maintenance for the duration of the licensing agreement.

However, any alterations to Integra's original code by Client may void this warranty. This determination remains exclusively with Soch, Inc.

In the event that Client requires assistance from Service Provider to address issues resulting from changes made to Integra by Client, Client may engage Service Provider in a Professional Services capacity.

Section 5F: Ownership

Soch, Inc. retains ownership of Integra and all rights and remedies as defined under the laws of the Commonwealth of Virginia. Clients will not reproduce, manipulate, or distribute Integra to any person or agency or organization.

Section 6: Professional Services

At this point, there is no anticipation for any additional professional services. If any need arises in the future and the client would like to engage service provider for any professional services such as software development, process improvement etc., then it will go through the contract modification or change request process.

Section 7: Support Agreement - Soch

Unless otherwise stated, the following outlines the Soch, Inc.Policy and is applicable to technical support for all Soch, Inc. software purchased by Client.

To receive technical support as provided by Service Provider, all software licenses must be in effect.

Technical support is provided for issues related to Service Provider's software that are demonstrable in the currently supported release(s) of a Soch, Inc. licensed software, running unaltered, and on a hardware, database and operating system configuration, as specified in your order or program documentation.

Soch, Inc. reserves the right to change its technical support policies at any time provided those changes don't materially change the level and type of support provided to Client.

Soch, Inc. will occasionally release updates and patches to its software. As part of Soch Support, Client will receive:

- Software updates, fixes, security alerts, and critical patch updates
- Upgrade scripts

Any changes made by Client to the User Interface (UI), data issues (including, but not limited to, Extraction, Transformation, and Loading of data) not resulting from a product defect, and any material

changes (as defined exclusively by Service Provider) made by Client to the software are excluded from this Support Agreement. However, clients are not permitted to alter, copy or manipulate code at any given time.

Clients may request Support from Service Provider via phone, email, or Soch's online Support portal.

<u>Section 7A: Terms of the Agreement</u>

Service Provider agrees to provide Support for the duration of this agreement.

<u>Section 7B: Hours of Operation</u>

Service Provider will be available from 8:00AM to 6:00PM EST, Monday through Friday, excluding state and federal holidays.

Service Provider may be available outside of these hours and will charge an additional fee according to its Professional Services rates. Clients must agree in writing to these charges prior to engaging Service Provider for any work outside of these hours.

<u>Section 7C: Issue Resolution</u>

Service Provider will assign a severity level to each issue presented as part of this Support agreement. The following outlines Service Provider's obligations to respond to these issues:

1. Level 1 (Most Critical): 4 (four) business hours of notification by Client
   o Software is non-functional
2. Level 2 (Critical): 10 (ten) business hours of notification by Client
   o Software is partially functional
3. Level 3 (Non-Critical): 30 (thirty) business hours of notification by Client
   o Software is functional with minor, sporadic issues

For the purposes of this agreement, a business hour is defined as any 60 (sixty) minute period between 8:00AM and 6:00PM, Monday through Friday, excluding state and federal holidays.

<u>Section 7D: Pricing Schedule for Professional Services</u>

The current hourly rate for any professional services is $150 per hour.

<u>Section 7E: Data Storage</u>

Warrant servers are based in the United States, all data kept on US servers, such as GovCloud infrastructure.

<u>Section 7F: Subcontractors</u>

Warrant contractors and subcontractors are American citizens or residents or US Department of Homeland Security e-verified, work not subcontracted to foreign companies.

Section 7G: Hold Harmless clause

Both client and service provider agree to hold harmless each other in the event of law suits, claims, orders or judgements brought or issued against either parties.

Section 7H: Insurance

Service Provider is fully responsible to maintain the following insurance for service provider employees:

- Worker's compensation
- Error & Omissions
- General liability insurance

Section 7I: Assignability

This agreement cannot be assigned to another party without the consent of both client and service provider.

Section 7J: Modification

In case the scope of the services provided by the service provider changes then this contract must go through the contract modifications or change request process. And it must be in writing and agreed by both parties.

Section 7K: Examination of Records

Both client and service provider agreed to provide any financial transactions records related to this agreement as needed by either party.

Section 7L: Access to and User of Software

The client will ensure that only Authorized Users are permitted to access and use the Software Service, and that use of the Software Service is only for the purposes permitted by this Agreement and that the Software Service is used in a lawful manner. Each Authorized User shall receive a unique access code to access the Software Service. Authorized Users shall not, directly or indirectly, provide, sell, transfer, grant, supply or otherwise share the access code or other account identification information to or with others. The client shall be solely responsible for the actions of its officers, directors, employees, volunteers, trainees and agents ("Workforce") in the use or misuse of the Software Service.

Section 7M: Compliance with Privacy and Data Security Laws

The client acknowledges that it, and not service provider: (a) is and shall be solely responsible for client compliance with all applicable federal, state and local ordinances and/or administrative requirements for ensuring confidentiality of, limitations on access to, use and disclosure of client Data and Personal Information (as defined below); (b) shall establish and maintain its own compliance program to ensure that its Workforce safeguards the privacy and security of information about individuals which is considered confidential under federal or state laws and subject to restrictions governing use and disclosure ; and (c) is responsible for implementing a reasonable and appropriate data security program

to prevent unauthorized access to the client equipment and unauthorized use or disclosure of Personal Information.

Section 7N: Assurances

The client will ensure that its Workforce and all Authorized Users: (i) abide by the provisions of this Agreement with regard to protection of the Service Provider System, Software Service, Service Provider's Intellectual Property (as defined below) and Confidential Information (as defined below); and (ii) do not use the Service Provider System or Software Service in a manner that violates the intellectual property or other proprietary rights of any third party. "Intellectual Property" means any and all copyrights, trademarks, trade names, trade secrets, patents, know-how and other proprietary rights of every kind and nature, including but not limited to all registrations, applications, renewals and extensions thereof. "Confidential Information" means business information, software, security procedures, processes and policies, volume data, electronic and printed data, scheduling information, information relating to a party's business, confidential reports, as well as the amount, nature and type of services, and business methods used by a party. Notwithstanding the foregoing, Confidential Information shall not include information that: (a) is or becomes generally available to the public through no wrongful act of the receiving party; (b) was available to the receiving party on a non-confidential basis prior to its disclosure to the receiving party by the disclosing party; (c) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, provided that such source is not known by the receiving party to be subject to a confidentiality agreement with the disclosing party; (d) is developed by the receiving party without relying on or using information supplied by the disclosing party;

Section 7O: Change Request

Client may, in its sole discretion, request changes be made to the specifications or other aspects of the Contract Documents and tasks associated with this Agreement. At this point, the client is not anticipating any change request. If any need arises in the future and the client would like to engage service provider then it will go through the contract modification or change request process.

Change requests shall be made pursuant to the following procedures:

a) The client will submit all the requirements for a new change request;
b) Soch, Inc. will perform the impact analysis of a new change request;
c) Soch, Inc. will provide the LOE (level of efforts) with an estimated timeline to implement the change to the client;
d) The client will make the final decision to approve or reject the LOE for a change request;
e) If approved, Soch, Inc. will implement the change;
f) Once implemented, the client will verify the change and provide final approval to close the change request;
g) Soch, Inc. will close the change request and will notify the client that the change is now part of ongoing support and maintenance;
h) The current hourly rate is $150 per hour.

Any accepted changes shall be effective only when incorporated in written amendments to this Agreement and executed by authorized representatives of the service provider and client.

Section 8: Pricing Schedule

The below table describes the licensing structure, professional services, training, and support for the procurement of (Integra). The below pricing is based on annual terms. The term starts from the date of the purchase of this agreement.

Pricing Table for Integra

Module	Year 1	Year 2	Year 3
Election Worker	$2,715.65	$2,851.43	$2,994.00
Training and Learning Management System	$2,715.65	$2,851.43	$2,994.00
FedRAMP GovCloud	$1,083.50	$1,137.68	$1,194.56
Text Service	$316.19	$331.99	$348.59
Survey	$316.19	$331.99	$348.59
Asset Traffic Control	$2,167.00	$2,275.35	$2,389.12
Payment - Attendance	$535.84	$562.63	$590.76
Integration of Modules	$0.00	$0.00	$0.00
Additional Internal Users			
Sub Total Annual	**$9,850.00**	**$10,342.50**	**$10,859.63**
Total Annual Amount	**$9,850.00**	**$10,342.50**	**$10,859.63**

$1,225 "One time setup fee" is due immediately, upon approval of document. Year 1 will be invoiced separately.

Note
1. The above pricing is valid for 90 days from the date of receipt.
2. The above pricing is based on group discounts for a 3 year term. The above price is after a 30% discount.
3. The one-time set up fee includes GovCloud set-up, configuration, onboarding and Data migration.
4. The training is included with this purchase. There is no limit on the number of training sessions.

Section 9: Expense

At this point, there is no anticipation for any expenses. If any need arises in the future then both service provider and the client will agree on the scheduled expenses such as onsite visits etc. Upon the approvals, expenses will be reimbursed by the client as per the GSA travel schedule pricing.

https://www.gsa.gov/travel

Section 10: Equal Opportunity Employer

Soch, Inc is proud to be an equal employment opportunity employer. Our goal is to be a diverse workforce that is representative, at all job levels. All aspects of employment including the decision to hire, promote, discipline, or discharge, will be based on merit, competence, performance, and business needs. We do not discriminate on the basis of race, color, religion, marital status, age, national origin, ancestry, physical or mental disability, medical condition, pregnancy, genetic information, gender, sexual orientation, gender identity or expression, veteran status, or any other status protected under federal, state, or local law.'

Section 11: Drug Free Workplace

In pursuant to § 2.2-4312 of Commonwealth of Virginia, A drug-free workplace to be maintained by service provider; required contract provisions. All public bodies shall include in every contract over $10,000 the following provisions:

During the performance of this contract, the service provider agrees to (i) provide a drug-free workplace for the service provider;s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the service providers workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the service provider that the service provider maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, drug-free workplace; means a site for the performance of work done in connection with a specific contract awarded to a service provider in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Section 12: Disagreement

If the Parties reasonably and in good faith disagree as to whether there has been a material breach, the Party that seeks to dispute that there has been a material breach may contest the allegation in accordance with Virginia and client's state laws. First, both parties shall attempt in good faith to resolve potential disputes informally and promptly. If a dispute persists, it will be resolved per client dispute process as cited in client's procurement regulations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the day, month, and year as identified below.

Client _NAVArro County_

Name: _H.M. DAVENPORT, Jr._

Title: _NAVArro County Judge_

Signature: _[signature]_

Date: _07_ / _22_ / _2024_
      MM   DD   YYYY

Soch, Inc.

Name: _____

Title: _____

Signature: _____

Date: ____ / ____ / _____
      MM   DD   YYYY