

EOS A27-25-017

final



CONTINUED SOFTWARE AS A SERVICE AGREEMENT

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

RECITALS

1. In connection with Client's election responsibilities and related business operations, Client and Runbeck entered into that certain Software as a Service Agreement dated October 1, 2023 (the "New Purchase Contract").
2. In connection with its ongoing operations, Client desires to enter into this Continued Software as a Service Agreement with Runbeck related to Client's continued use of the Software licensed from Runbeck under the New Purchase Contract (the "Software"), as initially obtained under the New Purchase Contract.
3. Runbeck desires to extend the license for use of the Software to Client on the terms and conditions set forth in this Agreement.

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

AGREEMENTS

1. Grant of Software License; Annual License Fees; Restrictions

Subject to the Client's ongoing obligations under this Agreement, to include timely payment of any fees due hereunder, Client has been granted an irrevocable, non-exclusive right and license to install, display and use the Software for the term of this Agreement, as described in Section 7, and in accordance with the express terms of the Software license, subject to the terms contained in Exhibit "A". Title to and ownership of the Software shall at all times remain with Runbeck and neither Client, nor its affiliates, agents, or employees, will reverse engineer or reverse compile any part of the Software without Runbeck's prior written consent. Runbeck does not convey any proprietary interest therein to Client. For the avoidance of doubt, the license granted under this clause shall become revocable in the event Client materially breaches this Agreement and Client fails to cure breach within proscribed cure period, or upon the termination of this Agreement for any reason. Client shall pay Runbeck an annual Software as a Services Fee ("Fee"), as specifically set forth in Exhibit "B."



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

2. Availability and Retention of Records

All records relating to the products and services provided under this Agreement and supporting documentation for invoices submitted to Client by Runbeck shall be retained by Runbeck and made available by Runbeck for audit by Client, its duly authorized representatives, the State of Indiana (including, but not limited to, the Auditor of the State of Indiana, Inspector General or duly appointed law enforcement officials) and agencies of the United States government. Such records shall be retained by Runbeck and made available for any time period required by state or federal law. Client shall reimburse Runbeck for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Client shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Runbeck.

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

3. Assignment

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

4. Governing Law

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

5. Integration and Modification

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

6. Severability

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

7. Appropriations

Client represents and covenants that (i) it has, and will have, funds available to pay all fees that will become due to Runbeck, through the date of the next annual appropriations from Client's funding authority, and other financial obligations under this Agreement, including all exhibits hereto, through the end of Client's current fiscal period; and (ii) that Client shall use its best efforts to obtain funds to pay any of the foregoing financial obligations for each subsequent fiscal year of the 2 year term of the Agreement. In the event Client's appropriations request to its legislative body or funding authority for necessary funds hereunder is denied, this Agreement, and all exhibits, may be terminated by Runbeck. Client shall make payment of all charges and obligations incurred through the end of the fiscal period for which funds were appropriated. In any such event, Client shall thereupon return all Runbeck property and Software in its possession, including any training manuals, materials, and other intellectual property and propriety information that is saved on an external media drive or disc, and Client shall certify that all forms of Software and related training manuals and materials have been returned, uninstalled, deleted, and/or destroyed. Runbeck reserves the right to inspect all equipment on which the Software was installed or used to ensure such Software has been removed, in its sole and absolute discretion. Failure to destroy all Software and related materials following termination of this Agreement for any reason will be a material breach of this Agreement. Runbeck shall be entitled to be paid by Client for all services provided through the effective date of termination of this Agreement.



8. Compliance

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

9. Non-Discrimination

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

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

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

10. Independent Relationship

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

11. Waiver

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



12. Risk of Loss

Runbeck agrees to bear all risk of loss, injury, or destruction of the Software and related goods and materials, ordered as a result of this Agreement which occurs prior to delivery to the Client. Upon delivery by Runbeck to the Client, and Client taking possession of such Software, goods and materials, Client agrees to bear all risk of loss, injury, or destruction of such Software, goods and materials.

13. Force Majeure

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

14. Warranty

Runbeck provides the following warranties:

- i. **Non-Infringement.** Runbeck warrants that Runbeck owns the Software, including all associated rights, and has the right to grant Client the license provided pursuant to this Agreement, free from all liens, claims, encumbrances, security interests and other restrictions. Runbeck warrants that the Software does not, and use of the Software will not; infringe any valid patents, copyrights, trademarks, trade secrets, or other proprietary rights of any third parties.
- ii. **Correction of Defects.** In the event of discovery of any material defect in the Software, Client agrees to provide Runbeck with sufficient detail to allow Runbeck to verify and reproduce the error, and Runbeck shall use reasonable diligence to correct such defect. Runbeck shall use its reasonable efforts to promptly respond and thereafter to diagnose and correct the material defect. Runbeck is not responsible for any error in the Software that has been modified by Client without Runbeck's prior written consent. Client's sole remedy in the event of a breach of this warranty is to require that Runbeck correct any material defects.
- iii. **Performance of Services.** Runbeck represents and warrants that all Services provided by Runbeck to Client will be performed in a timely, competent, and workmanlike manner. Runbeck further represents and warrants that it has a sufficient number of competent, qualified employees to provide the services to support the Software.



EXCEPT FOR THE WARRANTIES PROVIDED HEREIN, THE SERVICES, SOFTWARE, AND ANY RELATED PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND RUNBECK HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE CONCERNING THE SERVICES, SOFTWARE, AND PRODUCTS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. CLIENT ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY RUNBECK, OR ANY OTHER INDIVIDUAL OR ENTITY ON RUNBECK'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT.

Runbeck warrants and represents that the Software shall be free from any defects which negatively impact their function in material or workmanship for a period of one (1) year after installation, (the "Warranty Periods"); provided, however, that if the manufacturer's warranty extends beyond one (1) year for any part, product, or service item, the longer warranty shall apply. This warranty extends to i) any defect reported during the Warranty Periods but not corrected; ii) any defect reported and thought to be corrected but that reoccurs in the same form, format, or from the same cause outside of the Warranty Periods; iii) any defect misdiagnosed during the Warranty Periods and discovered to reoccur outside of the Warranty Periods; and iv) any defect discovered after the Warranty Periods, but which can be documented to have started during the Warranty Periods. Runbeck agrees to a one-day grace period beyond the end of the Warranty Periods for notification purposes for defects discovered during the Warranty Periods. Runbeck shall, at its own election and expense, either repair or replace any component which Client discovers to be defective in material or workmanship, provided that Client has furnished timely written notice to Runbeck. Client's sole and exclusive remedy in the event of a breach of this warranty is to require that Runbeck correct any material defects or replace the malfunctioning component of the Software. Malfunctions or defects caused by Client's negligence or misuse are not covered by this warranty and any replacements of Software in that event must be purchased by the Client.

15. Limitation of Runbeck Liability

Runbeck shall not be responsible for the Software's operation or failure to operate, to the extent such operation or failure results from, arises out of, or is related to Client's improper or negligent use or operation of the Software following delivery by Runbeck.

IN NO EVENT SHALL RUNBECK OR ANY OF ITS REPRESENTATIVES BE LIABLE TO CLIENT OR ANY THIRD-PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS, BUSINESS INTERRUPTION, OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER RUNBECK WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. RUNBECK SHALL NOT BE RESPONSIBLE FOR THE SOFTWARE OR PRODUCT'S OPERATION OR FAILURE TO OPERATE, EXCEPT TO THE EXTENT OF REPAIR OR REPLACEMENT OF COMPONENTS OF THE SAME AS OTHERWISE PROVIDED HEREIN.

RUNBECK'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CLIENT TO RUNBECK UNDER THIS AGREEMENT IN THE ONE (1) YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.



16. Parties Responsibility

Each party agrees to be responsible and assume liability for its own wrongful or negligent acts and omissions, and those of its officers, agents and employees to the extent required by law. No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of the notice requirements, immunities, rights, benefits, defenses, limitations, and protections available to Client under Indiana law.

17. Indemnification

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

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

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

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



18. No Third-Party Beneficiary

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

19. Notices

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

To Client:	State of Indiana 200 W. Washington Street Room 201 Indianapolis, IN 46204 Attention: Jerold A. Bonnet, General Counsel
To Runbeck:	Runbeck Election Services, LLC 2800 S. 36th Street Phoenix, Arizona 85034 Attention: Rizwan Fidai Vice President of Sales
With a copy to:	Andrei Toma 8325 W Happy Valley Rd, Suite 220 Peoria, Arizona 85383

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

20. Confidential Information

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

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

21. No Construction Against Drafting Party

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

22. Successors and Assigns

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

23. Time is of the Essence

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



24. Term and Renewal

The 2 year term of the Software License Support Services provisions shall commence on the date of execution of the Agreement. Contract renewal, irrespective of the length of the renewal term, may require a new and updated Agreement.

25. Breach

Subject to the terms of this Section 25, in the event Client commits a material breach of its obligations under this Agreement and any exhibits hereto, including a failure to timely pay any Fees, and Client fails to cure the breach within sixty (60) days after receiving notice thereof, Runbeck may terminate this Agreement effective upon delivery of written notice to Client. In any such event, Client shall thereupon return to Runbeck all Software and related materials, as further described in Section 7 above.

26. Authority

Each individual signing this Agreement below hereby acknowledges that they are authorized to enter into this Agreement on behalf of their entity and bind their entity, and that they are acting under due and proper authority under applicable law.

27. Obligations at Expiration

Upon expiration of this Agreement, Runbeck shall provide to Client an accounting of all monies due and payable to Runbeck under this Agreement. Client shall pay to Runbeck all amounts owed, if any, within thirty (30) days of the date of the invoice that Runbeck sends to Client.

28. Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Amendment, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

[signature page follows]

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

Runbeck Election Services, LLC

State of Indiana, IN

Signed by:

DocuSigned by:

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Printed Name:

Rizwan Fiday

DEROLD BONNST

Title:

Chief Revenue officer

DEPUTY SECRETARY of STATE

Date:

1/15/2025

1/16/25

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Exhibits to follow

EXHIBIT A

SOFTWARE LICENSE

Grant and Scope of License

- A. **Grant of License.** Subject to Client's discharge of its material duties under this Agreement, to include the timely payment of any Fees due hereunder, Runbeck hereby grants to Client an irrevocable, non-exclusive right and license to install, display and use the Software pursuant to the terms of the Agreement. For the avoidance of doubt, the license granted under this clause shall become revocable in the event that Client materially breaches this Agreement and Client fails to cure within the proscribed cure period, or upon the termination of the Agreement for any reason.
- B. **Title.** Runbeck shall at all times retain title to the Software provided by it hereunder and Runbeck does not convey any proprietary interest therein to Client.
- C. **Updates.** For payment of the required Fees by the Client as set forth herein and, in the Agreement, Runbeck shall provide to Client updates of any Software licensed hereunder at no additional charge and shall continue to maintain the Software in accordance with the requirements of the attached Agreement, as long as Client continues to pay annual license and support services Fees with respect to such Software.
- D. **Breach.** In the event Client commits a material breach of its obligations under this Agreement, to expressly include failure to timely pay any Fees due hereunder, and Client fails to cure the breach within sixty (60) days after receiving notice thereof, Runbeck may terminate this Agreement, and the license hereunder, immediately upon delivery of written notice to Client.

Annual License and Support Fee

- A. **Fees.** Runbeck will invoice Client for the annual License and Support Fee ("Fee"), set forth in Exhibit "B". All payments of this Fee following payment of the Year 1 Fee shall be made annually on each successive anniversary term of the Agreement, for as long as Client continues to use referenced Software. The license for the Software entitles Client to the warranties set forth in the "Warranties" section below but does not otherwise entitle Client to receive maintenance and support or updates to the Software except as explicitly set forth in the Agreement and exhibits thereto. The annual License and Support Fee is subject to an annual adjustment, not to exceed five percent (5%).
- B. **Invoices.** Client will pay Runbeck's invoices within thirty (30) days after receipt.

Delivery, Installation and Acceptance

- A. **Estimated Shipping.** Runbeck agrees to ship the Software to the location set forth in Exhibit "B" on a mutually agreed upon estimated shipping date. Runbeck is not responsible for any delays in shipping.

- B. Installation. Runbeck agrees to install the Software in good working order and render said Software “functional” and “ready to use” as a part of the fully functional system at the applicable location as soon as practicable after delivery, but in no event more than ten (10) days after delivery.
- C. Acceptance. Client will be provided with an acceptance form to complete upon delivery and installation of the Software and any related Products to confirm delivery and installation is complete.

Training

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

Optional dedicated on-site support and/or training (does not include election set-up or routine maintenance) may be requested and will be billed at a rate of \$1,750.00 for the first day (an eight-hour workday) and \$1,500 for each additional eight-hour workday. The amount billed shall be due and payable within thirty (30) days of the invoice date. This service is subject to availability.

Requested onsite support must be booked four weeks in advance prior to requested dates of service. If service is requested less than the four-week notice, the support cost will be billed at a rate of \$2,000 for the first day plus a required additional day of \$1,500 at a minimum.

Maintenance of Software; Term and Termination

- A. Maintenance Services. During the term of this Agreement and subject to payment of any required fees by the Client, Runbeck agrees to provide maintenance and support services for the Software (“Maintenance Services”).
- B. Software Updates. Runbeck shall provide updates to the Software as they become available. Installation of Software updates will include testing and validation of the updated Software. Runbeck will provide the Client with a toll-free support hotline number that may be used to obtain assistance with the Software during the term of this Agreement, subject to payment of any required fees.
- C. Term and Termination. This Agreement shall be effective as of the date of full execution by the Parties, or a date that is mutually agreed upon by the Parties, and shall expire upon termination of the Agreement, unless mutually terminated earlier. The parties have the right to terminate this Agreement in accordance with Section 7, (“Appropriations”) of the Agreement.



Warranties

- A. In addition to any warranties which may be contained in the Agreement, Runbeck provides the following warranties:
- i. **Non-Infringement.** Runbeck warrants that Runbeck owns or has valid rights to license the Software, including all associated rights, and has the right to grant Client the licenses provided pursuant to this Agreement, free from all liens, claims, encumbrances, security interests and other restrictions. Runbeck warrants that the Software does not, and use of the Software will not; infringe any valid patents, copyrights, trademarks, trade secrets, or other proprietary rights of any third parties.
 - ii. **Correction of Defects.** In the event of discovery of any material defect in the Software, Client agrees to provide Runbeck with sufficient detail to allow Runbeck to verify and reproduce the error, and Runbeck shall use reasonable diligence to correct such defect. Runbeck shall use its reasonable efforts to promptly respond and thereafter to diagnose and correct the material defect. Runbeck is not responsible for any error in the Software that has been modified by Client. Client's sole remedy in the event of a breach of this warranty is to require that Runbeck correct any material defects.
 - iii. **Performance of Services.** Runbeck represents and warrants that all services provided by Runbeck to Client will be performed in a timely, competent, and workmanlike manner. Runbeck further represents and warrants that it has a sufficient number of competent, qualified employees to provide the Services to support the Software.
 - iv. **Runbeck Disclaimer of All Other Warranties.** Except as otherwise expressly stated in the Agreement, Runbeck makes no representations or warranties concerning the Software. THE FOREGOING WARRANTIES ARE IN LIEU OF, AND RUNBECK HEREBY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

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Exhibit B to follow

EXHIBIT B**Invoice To:**

State of Indiana, IN
 Attention: Diego Morales
 Secretary of State

Estimated Delivery date: **

Shipping address (if different from invoice address):

FOR INVOICING PURPOSES:

Product Name	Quantity	List Price	Sales Price	Amount
SSTS - See Something TXT Something - Year 1	1	\$15,000.00	\$15,000.00	\$15,000.00
2VOTE Platform Additional Charges - Per County Fee (State Level ONLY) - Year 1	92	\$150.00	\$150.00	\$13,800.00
Total				\$28,800.00

Fee	Quantity	List Price	Sales Price	Amount
2VOTE Platform Additional Charges - Year Per County Fee (State Level ONLY) - Year 2	92	\$150.00	\$158.00	\$14,536.00
SSTS - Year See Something TXT Something - Year 2	1	\$15,000.00	\$15,750.00	\$15,750.00
Total				\$30,286.00

NOTES

Any applicable taxes are the sole responsibility of the Client

*Subject to an annual fee adjustment not to exceed five percent (5%), per Section 1 of the Agreement

** The 2 year term of the Software License and Support Services provisions shall commence on the date of installation, or a date that is mutually agreed upon by the Parties.

PDF/Data/Design Change Fee: \$1,500 per occurrence

Language Set-up/Integration Fee: \$1,500.00 per additional language (up to 3 languages included)



