



Voter Communication PLATFORM AGREEMENT

THIS AGREEMENT ("AGREEMENT") is entered into and is effective as of the signature dates at the end of this Agreement by and between Global Mobile, LLC. and its related corporate entities (collectively "GM" or "Contractor") and the State of Indiana; Indiana Secretary of State ("Customer" or "State"). Under this Agreement, the parties will work together to enable Customer utilization of GM's Voter Communication Platform, See Something TXT Something, for the ability to promote mobile communication initiatives for voters to engage with Customer and then provide user information directly to Customer.

RECITALS

Customer will have access to and use of the GM see something txt something platform as a means to establish user communication

Customer will determine the appropriate date / time to promote the platform.

Customer will be given tutorial training for the use of the GM online tool in order to create and manage mobile initiatives associated with see something txt something.

This Agreement is subject to additional or superseding terms and conditions detailed in Attachment A.

MOBILE SERVICES

This Agreement shall be binding on both parties and their related corporate entities and sets forth the terms and conditions under which GM shall provide voter communication platform services to Customer and which will include all of the following:

- ☐ Platform setup and management
 - o Voter Communication Platform-See Something TXT Something
- ☐ Non-exclusive usage of the short code 45995 with the keywords: Indiana and IN
- ☐ Mutually agreed upon content integration through Customer's mobile web site

TERM



- The terms of the Agreement are confidential to GM and Customer and are not to be shared with other parties.
- This Agreement shall start on the date signed by both parties below and end December 31, 2024.

FEE STRUCTURE

- \$30,000 service fee October 2023-December 2024 (includes up to 1,000,000 messages).

BILLING

- The service fee service will be billed upon execution of this agreement.
- All payments must be received by GM within thirty (30) days from the date of invoice; and
- GM reserves the right to suspend performance of its obligations under the Agreement in the event breaches the agreement.

AGREED BY GLOBAL MOBILE, LLC.		AGREED BY The State of Indiana	
	10/11/23		10/11/23
SIGNATURE	DATE	SIGNATURE	DATE
Lee Durham		Jerold Bowner	
NAME		NAME	
CEO		DEPUTY SECRETARY of STATE	
TITLE		TITLE	

Atlanta, GA 30328 • www.GlobalMobile.mobi
CONFIDENTIAL – NOT FOR DISCLOSURE

Attachment A

Additional terms

Access to Records. The Agreement is subject to the Indiana Access to Public Records Act. Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement. They shall make such materials available at their respective offices at all reasonable times during this Agreement, and for three (3) years from the date of final payment under this Agreement, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

Changes in Work. Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or services, the Contractor agrees that all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/2394.htm> that are applicable, including the assistive

technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

Payments.

A. All payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

B. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, prorated through the date of non-performance.

Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

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 Contract 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 Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**