

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name:** KATHY LEWIS

**Department:** CLERK-TREASURER



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KAREN ELLISON, RECORDER

**Type of Document: (please select one)**

- Agreement**
- Contract**
- Grant**
- Change Order**
- Easement**
- Other**

**specify:** \_\_\_\_\_



FILED

NO. 2020-153

8-28-20  
DATE

DOUGLAS COUNTY CLERK  
MINDEN, NV

**SUBSCRIPTION AGREEMENT  
Between  
DOUGLAS COUNTY, NEVADA**

**&  
SOE SOFTWARE CORPORATION (d/b/a SCYTL)**

BY [Signature] DEPUTY

**PREAMBLE**

This SUBSCRIPTION AGREEMENT (the "Agreement") is entered into as of this 26th day in the month of August, in the year of 2020 by and between **Douglas County**, a political subdivision of the State of Nevada, P.O. Box 218 , Minden, NV 89423 (the "Customer") by and through its County Manager for the benefit of the Douglas County Clerk's Office and SOE Software Corporation (d/b/a SCYTL) a corporation existing under the laws of Florida, with principal offices at 1111 N. Westshore Blvd., Suite 300 Tampa, FL 33607 ("SCYTL"). SCTYL agrees to be licensed by the Nevada Secretary of State to do business in the State within 6 months of ratification of contract. Collectively, SCYTL and the Customer shall be referred to as the "PARTIES" and each separately as the "PARTY".

**RECITALS**

- A. SCYTL is a technology company specializing in providing election management and online voting solutions. SCYTL has developed and is the rightful owner/SCYTL is the rightful Licensor of a (Election Night Reporting), among other solutions (hereinafter referred to as the SOFTWARE).
- B. The Customer has decided to retain the services of SCYTL to provide the SOFTWARE on a SaaS model. The Customer pursuant to its authority under Nevada Revised Statutes (NRS) Chapter 244 and its obligations under NRS Chapters 293 and 293B desires to purchase SOFTWARE, subscriptions, licenses and related professional training services, which are not subject to competitive bidding per NRS 332.115.
- C. The PARTIES desire to enter into this SaaS Agreement so as SCYTL will license the SOFTWARE to the Customer and provide it with associated services under the terms and conditions herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth below, the PARTIES agree as follows:

**ARTICLE 1.- DEFINITIONS**

- Documentation: means standard documentation including setup and back-office user guides in English
- Customer: means Douglas County, Nevada
- SaaS: Software as a Service
- SCYTL: SOE SOFTWARE CORPORATION
- Software: Online Poll Worker Training, also known as OTP.
- Subscription: the services and license provided by SCYTL to the Customer under the terms and conditions of this Agreement as defined in Articles 2 and 3.

## ARTICLE 2.- SOFTWARE SUBSCRIPTION

2.1. Provision of the SOFTWARE. Under the terms and conditions hereunder agreed SCYTL provides the Customer with (i) the SOFTWARE as SaaS; (ii) Maintenance and support services as defined in Article 4; and (iii) hosting for the SOFTWARE (all of them referred hereinafter as the Subscription).

2.2. Grant of License. Subject to the terms and conditions of this Agreement and payment of the Subscription fees, SCYTL hereby grants the Customer a non-exclusive, non-perpetual, non-transferable license to use the SOFTWARE and the Documentation for internal purposes.

2.3. Reservation of Rights. The SOFTWARE and Documentation are licensed, not sold. SCYTL and affiliates own and shall retain all right, title and interest (including without limitation all patent rights, copyrights, trademark rights, trade secret rights and all other intellectual property rights), in and to the SOFTWARE and Documentation and any copies, corrections, bug fixes, enhancements, modifications, Updates, Upgrades, or new versions thereof, all of which shall be deemed part of the SOFTWARE, as the case may be, and subject to all of the provisions of this Agreement. The Customer shall keep the SOFTWARE and Documentation free and clear of all liens, encumbrances and/or security interests. No rights are granted to the Customer pursuant to this Agreement other than as expressly set forth in this Agreement.

2.4. Restrictions. The Customer shall not (and shall not allow its customers or any third party) to: (a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the SOFTWARE and/or Documentation, except to the extent that such restriction is permitted by applicable law; (b) circumvent any user limits or other license timing or use restrictions that are built into the SOFTWARE; (c) sell, resell, rent, lend, transfer, distribute, license, sublicense or grant any rights in the SOFTWARE and/or Documentation in any form to any person without the written consent of SCYTL except for the right to authorize the use of the SOFTWARE by its customers under the terms and conditions hereunder agreed; (d) remove any proprietary notices, labels, or marks from the SOFTWARE and/or Documentation except those trademarks which are configurable; (e) unbundle any component of the SOFTWARE and/or Documentation; (f) build a product or service that is competitive with the SOFTWARE; (g) copy any ideas, features, functions or graphics of the SOFTWARE and/or Documentation; (h) copy, frame or mirror any part of the SOFTWARE; (i) permit any third party to access the SOFTWARE or (i) use the SOFTWARE and/or the Documentation in violation of applicable laws.

## ARTICLE 3.- HOSTING AND INSTALLATION

3.1. SCYTL shall provide the Customer with the following services included in the Subscription Fee as defined in Article 2.

- a. Hosting of the SOFTWARE in SCYTL's servers in a Cloud Hosted Data Center rented by SCYTL located in the US and providing the Customer access to the hosted SOFTWARE seven (7) days per week, twenty-four (24) hours per day except for scheduled maintenance.
- b. Installation, test and initial system set up in the servers in the Data Center.
- c. Standard documentation including setup and back-office user guides in English.

3.2. SCYTL shall provide the Customer with the following hosting support and service level:

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

## ARTICLE 4.- MAINTENANCE AND SUPPORT SERVICES

4.1. During the Term of this Agreement, SCYTL shall provide the Customer with maintenance services and third level support in accordance with the Service Level Agreement attached hereto as Appendix 1, being an integral part of this Agreement, which shall consist of (i) the updating and upgrading of the SOFTWARE and (ii) the modification and/or adaptation of the SOFTWARE in order to correct and solve any defects, errors, or malfunctions in the SOFTWARE.

4.2 The support services provided by SCYTL include:

- Account Management support, such as application setup review and questions; content updates; and technical support.
- Support services for OTP are limited 20 hours for content development (refresh of training content, minor changes) and 15 hours for support. When you have reached 80% of the allotted support service hours, you will be notified, and you may choose to add additional hours via a work order. If the issue is determined to be a product error, hours will not be deducted.
- If additional support service hours are not purchased and they are required due to a non-product error, the customer will be charged at a rate of \$150/hr.
- Refunds or carry over are not considered if the allotted support service hours are not consumed at the end of the Agreement (and on a yearly basis).
- As a courtesy, SCYTL provides election event monitoring of the platform by Account Management and IT Engineers.

4.3 Services delivered are in-line with the original proposal, see Appendix 2 attached and incorporated.

4.4 The PARTIES have appointed the following persons as their respective Single Point of Contact (SPOC)

CUSTOMER:

Douglas County Clerk's Office  
Attn: Dena Dawson, Assistant Clerk/Election Administrator  
Email: [ddawson@douglasnv.us](mailto:ddawson@douglasnv.us)  
(775) 782-9023

SCYTL:

Online Poll Worker Training  
Kristen Osborne, Training & Development Manager  
Email: [Kristen.Osborne@scytl.com](mailto:Kristen.Osborne@scytl.com)

## ARTICLE 5.- CUSTOMER AND CUSTOMER DATA

5.1. As between SCYTL and the Customer, Customer exclusively owns all rights, title and interest in and to all its Data.

5.2. SCYTL shall not access Customer's Data, except to prevent or respond to service or technical problems or otherwise at Customer request. SCYTL shall not disclose any Customer Data except as compelled by law or as expressly permitted in writing by Customer.

5.3 All assets created by SCYTL remain the ownership of SCYTL. This includes work files, images, graphics and video footage.

## **ARTICLE 6.- DATA PROTECTION**

6.1. In order to provide Maintenance and Support Services, under this Agreement SCYTL may need to have access or process personal data under the control of the Customer. In that case, SCYTL, as data processor, undertakes to comply with the requirements set forth in the applicable data protection laws and regulations and, in particular:

- a. to process the personal data only in accordance with the instructions provided by the Customer as data controller.
- b. to not apply or use the personal data for a purpose other than set out in this Agreement, and
- c. to not communicate the personal data to other persons even for their preservation.

6.2. SCYTL warrants having in place the required security measures to avoid loss or unauthorized access or use of the personal data to be processed by SCYTL on behalf of the Customer under this Agreement.

6.3. Upon termination of this Agreement pursuant to Article 8, SCYTL shall destroy or return to the Customer the personal data processed by SCYTL on behalf of the Customer under this Agreement together with any support or document containing personal data.

## **ARTICLE 7.- CUSTOMER RESPONSIBILITIES**

7.1. The CUSTOMER is responsible for all activities that occur in its accounts and for its compliance with the Subscription Agreement.

7.2. The CUSTOMER shall: (i) use best practices and have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the SOFTWARE, and notify ScytI promptly of any such unauthorized access or use; and (iii) comply with all applicable local, state, provincial, federal, and foreign laws in using the SOFTWARE.

7.3. The CUSTOMER acknowledges that SCYTL's ability to deliver the SOFTWARE and the related Services is dependent upon CUSTOMER's full and timely cooperation with SCYTL.

7.4. SCYTL requires seven business days to review, and/or deliver on any requests from the CUSTOMER related to Maintenance and Support Services (Article 4).

7.5. SCYTL will not be liable for any delays in the delivery caused by CUSTOMER or resulting from CUSTOMER's failure to fulfil any of its obligations.

## ARTICLE 8.- SUBSCRIPTION TERM AND TERMINATION

8.1. This Agreement shall be valid and remain in full force and effect for a term of three (3) years as of the Effective Date (the Initial Term).

8.2. By mutual agreement, the PARTIES may, but shall not be obliged to, renew this Agreement in writing (each new term the "Renewal Term"). The Fee for any successive Renewal Term shall be equal to the Fee at the end of the Extended Term or any Renewal Term, as applicable, increased by a minimum of five (5) %.

8.3. This Agreement may be terminated, within the Initial Term or any Renewal Term by the Customer without cause upon thirty (30) calendar days prior written notice to SCYTL. This Agreement may be terminated, within the Initial Term or any Renewal Term, for cause by SCYTL upon thirty (30) calendar days prior written notice in the event Customer hereto:

- a. Is in material breach of this Agreement and fails to remedy such breach within thirty (30) calendar days after receipt of prior written notice by the non-defaulting Party pursuant to Article 17.1 of this Agreement.
- b. Does not pay the yearly Subscription Fee, after being requested in writing to do so by SCYTL and without prejudice of the interests set forth in Article 9.6.
- c. Becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

8.4. Upon termination or expiration of this Agreement the Customer shall unless otherwise set forth in this Article 8 immediately cease the use of the SOFTWARE and if applicable delete and/or destroy all copies of the SOFTWARE. All assets created by SCYTL remain the ownership of SCYTL. This includes work files, images, graphics and video footage.

8.5. Termination shall not relieve the CUSTOMER of the obligation to pay any fees accrued or payable to SCYTL prior to the effective date of termination.

## ARTICLE 9.- FEES FOR SUBSCRIPTION AND OTHER SERVICES

9.1. The Customer shall pay to SCYTL as the price of the Subscription (Subscription fee) for the Initial Term the following fees per year which will be paid upfront at the beginning of each year term:

Online Training Service	Investment	Terms
<b>Implementation Breakdown</b>		
Fully Customized Online Training Implementation – LMS creation/deployment, content development/assessments, video/photo shoot, & project management <i>(15% discount if contracted for Prior to Sept. 30, 2020)</i>	\$23,760.00	Includes Online Training Essentials for the Nov. 2020 training cycle at no additional cost. Fully Customized Online Training implementation to be developed at a future date.
	\$20,196.00	

Online Training Essentials Implementation – LMS creation/deployment, videos/content provided by Douglas County, NV, assessments, & project management	Included with Fully Custom Implementation	Good for a one-year term.
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Online Training Service	Investment (2020 Start Date Discount of 15%)	Investment (2021 Start Date)
Annual Assurance Fee (Year 1)	\$6,120.00	\$7,200.00
Annual Assurance Fee (Year 2)	\$6,120.00	\$7,200.00
Annual Assurance Fee (Year 3)	\$6,120.00	\$7,200.00
Total 3 Year Subscription	\$18,360.00	\$21,600.00

9.2. At least ninety (90) days from the end of the (Initial Subscription) Term, the PARTIES agree to review this Subscription Agreement and, should both PARTIES agree in writing to renew or extend the Subscription (The Renewal Term), SCYTL and Customer must agree on any increase in the License fee for any Renewal Term, however such increase shall not be more than 5% with thirty (30) days' prior notice to CUSTOMER prior to entering into a written renewal or extension.

9.3. Unless otherwise provided to the contrary in this Agreement, all fees are non-cancellable, non-refundable cannot be decreased during the relevant Subscription Term and will be maintained up to 75,000 registered voters.

9.4. All Fees, whether for the Initial Term or any of the Renewal Term, are exclusive of taxes.

9.5. If the Customer does not pay an invoice by the due date for payment, SCYTL may charge and the Customer shall pay in conjunction with the unpaid amount, interest at the rate lesser of 2% per month or the maximum rate permitted by law, calculated on the daily balance of the unpaid amount from the due date for payment until that unpaid amount (including accrued interest) is paid in full.



## **ARTICLE 10 - SCOPE AND LIMITATION OF AFFILIATE'S AUTHORITY**

Nothing in this Agreement shall be deemed to create an agency relationship or the relationship of employer and employee, master and servant, franchiser and franchisee, partnership or joint venture between the PARTIES. It is understood that the relationship between SCYTL and the Customer shall be that of independent contractors.

## **ARTICLE 11. - CONFIDENTIAL INFORMATION**

11.1. Each PARTY agrees and shall undertake to ensure that any and all information received by it in connection with this Agreement which is derived from the Agreement or another PARTY (however acquired and in whatever form) and which is designated by means of appropriate text to be or otherwise should be seen to be of a proprietary or confidential nature shall be treated by it as confidential, and neither PARTY shall disclose all or any part of it to any third-party or otherwise seek to exploit all or any part of it without the prior written consent of the other PARTY. This Article 11 shall not apply to information which at any time comes into the public domain through no fault of any PARTY.

11.2. Each PARTY agrees to make all reasonable efforts to prevent any of its employees or personnel or any other person(s) from obtaining or making any unauthorized use of, or affecting any disclosure of, any confidential information.

11.3. Any confidential information furnished by a PARTY shall remain the property of the PARTY from which it is derived and, upon termination of this Agreement for any cause whatsoever, the other PARTY shall cease to use the same and shall destroy or return the same to the PARTY from which it is derived together with all related documents and copies.

11.4. Notwithstanding Article 8 with respect to the term of this contract, the obligations in this Article 11 shall bind the PARTIES during the term of this Agreement and for three (3) years after this Agreement is terminated for whatever cause.

11.5. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information which (a) was known to the Recipient before receipt from the Discloser; (b) is or becomes publicly available through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by the Recipient without a breach of this Agreement; or (f) is disclosed by the Recipient, without a confidentiality requirement imposed on the third party receiving the disclosure, with the Discloser's prior written approval. If a Recipient is required by a government body or court of law to disclose Confidential Information, the Recipient agrees to give the Discloser reasonable advance notice so that Discloser may contest the disclosure or seek a protective order.

11.6 SCYTL expressly agrees that all documents ever submitted, filed, or deposited with the Customer, by SCYTL unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to Nev.Rev.Stat. ch. 239 and shall be available for inspection and copying by any person, as defined in Nev.Rev.Stat. § 0.039, or any governmental entity. SCYTL expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the Customer or any of



its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

## **ARTICLE 12.- WARRANTIES AND DISCLAIMERS**

12.1. SCYTL represents and warrants that (i) the SOFTWARE will perform materially in accordance with the specifications and requirements of Appendix 1, attached and incorporated herein for the Subscription Term; (ii) the SOFTWARE will not contain any Malicious Code at the time of delivery to the Customer; (iii) SCYTL owns the rights in the SOFTWARE and Documentation to grant to the Customer the rights to use the SOFTWARE and Documentation granted herein; and (iv) to its knowledge, the SOFTWARE and Documentation do not infringe any intellectual property rights of any third party. SCYTL does not warrant, however, that the Customer's use of the SOFTWARE will be uninterrupted, and that the operation of the SOFTWARE will be error-free.

12.2. In the event of a breach during the applicable warranty period of one or more of the warranties set forth in Section 12.1 hereof, SCYTL shall use reasonable commercial efforts to correct such breach of the warranty. If SCYTL is unable to remedy the breach of warranty within a reasonable time, SCYTL shall refund the purchase price of the SOFTWARE.

12.3. The foregoing warranty is only applicable if SCYTL receives written notice of a breach of warranty within thirty (30) days after the end of the applicable warranty period. Such notice must contain sufficient information regarding the circumstances under which the warranty breach can be observed. The warranty shall not apply to the extent that the breach is caused by misuse, negligence, accident, unauthorized modification, alteration, customization or repair, improper operation or maintenance.

12.4. The warranties set out in section 12 hereof are the only warranties provided by SCYTL and the remedies set out in section 12.2 hereof are the sole and exclusive remedies of et for a breach of warranty.

## **ARTICLE 13.- INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION**

13.1. Subject to this Agreement, SCYTL shall defend, indemnify and hold the Customer harmless against any loss, damage or costs (including reasonable legal fees) incurred in connection with claims, demands, suits, or proceedings made or brought against the Customer by a third party alleging that the use of the SOFTWARE and Documentation as contemplated hereunder infringes the intellectual property rights of a third party (each an "Infringement Claim"); provided, that the Customer (a) promptly gives written notice of the Infringement Claim to SCYTL; (b) gives SCYTL sole control of the defense and settlement of the Infringement Claim (provided that SCYTL may not settle or defend any Infringement Claim unless it unconditionally releases the Customer of all liability); and (c) provides to SCYTL all reasonable assistance and information.

13.2. If (a) SCYTL becomes aware of an actual or potential Infringement Claim, or (b) the Customer provides SCYTL with notice of an actual or potential Infringement Claim, SCYTL may (or in the case of an injunction against the Customer, shall), at SCYTL' sole option and determination: (i) procure for the Customer the right to continue to use the SOFTWARE; or (ii) replace or modify the SOFTWARE with equivalent or better SOFTWARE so that the Customer's use is no longer infringing; or (iii) if (i) and (ii) are not commercially reasonable, as determined by SCYTL in its sole discretion, terminate the license(s) for such SOFTWARE and refund to the Customer that portion of any prepaid subscription fees that is

applicable to the period following the termination of the Subscription pursuant to this Section 13, less any outstanding moneys owed on such affected portion of the SOFTWARE.

13.3. The indemnity in this Article does not extend to (1) any Infringement Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by the combination of the SOFTWARE furnished by SCYTL with other products, SOFTWARE or services not provided or approved by SCYTL, other than SOFTWARE designed by SCYTL with certain commercial hardware or other commercially available SOFTWARE, if such infringement would have been avoided but for such combination; (2) any Infringement Claim related to or in connection with any modification of the SOFTWARE by anyone other than SCYTL if such infringement would have been avoided but for such combination; (3) any Infringement Claim in respect to any version of the SOFTWARE other than the most current version; or (4) any use, distribution, sublicensing or exercise of any other right outside the scope of the licenses granted in this Agreement.

13.4. This article 13 contains SCYTL's entire liability, and the customer's sole and exclusive remedies, for infringement claims.

## **ARTICLE 14.- CUSTOMER INDEMNIFICATION**

The Customer shall hold SCYTL harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with any claims, demands, suits, or proceedings made or brought against SCYTL by a third party alleging that the Customer's Data or the Customer use of the SOFTWARE and Documentation in violation of this Agreement, infringes the intellectual property rights of, or has otherwise harmed, a third party; provided, that SCYTL (a) promptly gives written notice of the third party claim to the Customer; (b) gives the Customer sole control of the defense and settlement of the third party claim (provided that the Customer may not settle or defend any third party claim unless it unconditionally releases SCYTL of all liability); and (c) provides to the Customer, at the Customer's cost, all reasonable assistance and information.

## **ARTICLE 15.- LIMITATION OF LIABILITY**

15.1. Subject to section 15.3. Hereof, in no event shall either party have any liability to the other party for any indirect, special, incidental, punitive, or consequential damages (including, without limitation, damages for loss of business, loss of profits, business interruption, loss of data, lost savings or other similar pecuniary loss).

15.2. Limitation of Liability. Subject to section 15.3 hereof, in no event shall either party's aggregate liability arising out of or related to this agreement or relating to the subject matter hereof for all claims, costs, losses and damages exceed the amounts actually paid by and due from the customer hereunder in the twelve months preceding the incident giving rise to liability.

15.3. Notwithstanding the foregoing, no limitation of either party's liability set forth in this agreement shall apply to (i) damages arising from a party's breach of its confidentiality obligations, (ii) indemnification claims if applicable to the party, (iii) damages arising from infringement of a party's intellectual property rights; (iv) any claims for non-payment, (v) fraud or wilful misconduct, or (vi) bodily injury or death.

## ARTICLE 16.-NOTICES

16.1. All notices given pursuant to this Agreement shall be given personally or be sent by facsimile, e-mail or hand delivery; or by express delivery/courier service to a PARTY's address set forth in Articles 16.2 and 16.3, with all postage or other charges of conveyance prepaid and shall be effective upon the day the notice is postmarked.

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

**Douglas County, Nevada**  
Attention: Dena Dawson  
Post Office Box 218  
Minden, Nevada 89423  
E-mail: [ddawson@douglasnv.us](mailto:ddawson@douglasnv.us)

Cc:  
Douglas County  
Attn: Risk Manager  
Post Office Box 218  
Minden, Nevada 89423

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

**SOE SOFTWARE CORPORATION**  
1111 N. Westshore Blvd., Suite 300,  
Tampa, Fl 33607  
Attention: Jonathan Brill  
Email: [jonathan.brill@scytl.com](mailto:jonathan.brill@scytl.com)

## ARTICLE 17 - OTHER PROVISIONS

17.1. Cure Any failure by a SCYTL to meet any of its obligations under this Agreement, must be brought to SCYTL's attention, in writing. SCYTL shall have thirty (30) days after receiving such notification to cure such failure and meet its obligations.

17.2. No Waivers The failure of either PARTY to this Agreement to exercise any of its rights hereunder upon breach by the other PARTY or any condition, covenant or provision contained in this Agreement shall not be construed as a waiver thereof, nor as a waiver of the same or any other default subsequently occurring.

17.3. Headings The headings of the articles and sections in this Agreement are employed, and are for, the convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meanings of the PARTIES.

17.4. Severability If any provision of this Agreement is determined to be unenforceable, the remaining provisions of the Agreement shall remain in effect to the extent possible in the absence of the unenforceable provision.

17.5. Authority Each PARTY represents and warrants that the undersigned has full authority to execute this Agreement and to bind the PARTY to the terms and provisions herein.

17.6. Jurisdiction This Agreement shall be construed in accordance with and governed by the laws of Nevada and each party agrees to submit to the jurisdiction of the courts of Douglas County.

17.7. Entire Agreement This Agreement contains the entire agreement between the PARTIES, and all prior or contemporaneous agreements and understandings, oral or written (including, without limitation, any correspondence, proposed drafts or term sheets) are merged herein and superseded hereby. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless done so in writing and signed by both PARTIES.

17.8. Transfer of Right Neither PARTY shall transfer or assign any and all of its rights or obligations under this Agreement without the prior written consent of the other PARTY. Consent shall not be unreasonably withheld.

17.9 Modification of the Agreement. This Agreement and attached Appendix I constitute the entire Agreement and understanding between the Parties and may only be modified by a written amendment signed by both Parties.

17.10 Nonappropriation. All payments under this Agreement are contingent upon the availability of Customer government funding. In accordance with NRS § 354.626 and any other applicable provision of law, the financial obligations under this contract between the parties shall not exceed those monies appropriated and approved by the Customer for this contract for the then current fiscal year under the Local Government Budget Act. This contract shall terminate and the Customer's obligations under it shall be extinguished if the Customer fails to appropriate the necessary funding.

Nothing in this Agreement shall be construed to provide Agreement with a right of payment over any other entity. Any funds obligated by the Customer under this contract that are not paid to Customer shall automatically revert to the Customer's discretionary control upon the completion, termination, or cancellation of the Contract. The County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

17.11 Certification. SCTYL certifies that it is not engaged in a boycott of Israel, as defined in Senate Bill 26 of the 79<sup>th</sup> Session of the Nevada Legislature as incorporated into NRS Chapter 332. SCYTL further agrees and certifies that it will not engage in such a boycott of Israel for the duration of this Agreement.

17.12 Standard of Care. Contractor will perform all services in a manner consistent with any applicable licensing or professional rules and with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

17.13. Force Majeure Neither PARTY will be responsible for any failure to perform hereunder due to unforeseen circumstances or cause beyond the non-performing PARTY's reasonable control including, without limiting the foregoing, a strike or other labor disturbance, lock-out, riot, delay in transportation, the inability to secure labor, materials, supplies or equipment, an act of God or the elements, fire, flood, or accidents, an act of war or conditions arising out of or attributable to war,

laws, rules, and regulations of any governmental authority, procedures relating to environmental matters, delay in the issuance of required permits or approvals with respect to any operations or activities, or any other matters or conditions which are beyond the reasonable control of such PARTY, whether or not similar to the matters and conditions herein specifically enumerated.

17.14 Counterparts This Agreement may be executed in two or more counterparts, and each counterpart shall become binding when the other(s) has or have been signed as if it had been signed by each PARTY. Facsimile and electronic signatures shall be considered original signatures for the purposes of execution and enforcement of the rights and obligations described herein.

IN WITNESS WHEREOF, the PARTIES have duly executed this Agreement on this date first written above intending to be bound thereby,

**DOUGLAS COUNTY, NV**



By: Patrick Cates

Title: Douglas County Manager

**SOE SOFTWARE CORPORATION**

(d/b/a SCYTL)



By: Jonathan Brill

President & General Manager North America

## APPENDIX 1

### 1 Software Maintenance and Support – Technical Service description

#### 1.1 Definitions

The definitions used in the Agreement are incorporated herein by reference. In addition, the following terms shall have the following meaning:

- **“Software maintenance”** is defined as the process of modifying a software system or component after delivery to correct faults, errors and bugs; to improve performance or other attributes; or to adapt to a changed environment.
- **“Perfective maintenance”** includes modifications and upgrades done in order to keep the software usable over a long period of time. It includes new features and new user requirements for refining the software and improving its reliability and performance.
- **“Adaptive maintenance”** includes modifications and upgrades applied to keep the software product up-to-date and tuned to the changing environment.
- **“Preventive maintenance”** includes modifications and upgrades to prevent future issues of the software. It aims to attend problems, which are not significant at this moment, but may cause serious issues in the future.
- **“Corrective maintenance”** includes modifications and upgrades done in order to correct or fix faults, errors and bugs, which are either discovered by the Customer or concluded by user error reports.
- **“Response time”** means the time elapsing between the reporting of an Issue by a Customer and the response from a ScytI’s Technical Support Services engineer acknowledging receipt of the reported Issue.
- **“Diagnosis time”** means the time elapsing between the Response time and the diagnosis of the Issue made by ScytI’s Technical Support Services engineer.
- **“Issue”** means either:
  - a) A failure of the Software to conform to the specifications set out in the documentation relating to that version of the Software, resulting in the inability to use, or restriction in, the use of the Software; or
  - b) A problem in current features requiring new procedures, clarifications, additional information and/or requests for product enhancements.
- **“Resolution or Patch or Bug Fix”** means either a Software modification or addition that, when made or added to the Software, corrects an Issue, or a procedure or routine that, when observed in

the regular installation or operation of the Software, eliminates the practical adverse effect of the issue on you.

- **“Upgrade”** means a revision or change of version of the Software released by Scytl to its end user customers generally during the Support Services Term, to add new and different functions or to increase the capacity of the Software.
- **“Maintenance Release”** is a release of or for the Software, that includes the most recent Patches and Upgrades.
- **“Current Software Version”** means the most recently released, commercially available version of the Software at the time a Customer Support Contact relates a particular support incident to Scytl hereunder.
- **“Supported Versions”** means SCYTL’s obligations with respect to the Maintenance Services, which shall apply only to those versions of the Software that are within one (1) year time frame of the Current Software Version.
- **“Hosted System”** means Software hosted by Scytl externally in its data center to which the Customer may access it over the Internet from anywhere at any time.
- **“Annual Pool of Hours”** means the number of support hours as captured in the contract. Support hours may include application “how to” questions, content modifications and technical support. Application issues as a result of Scytl product updates and hosting are not deducted from the pool of hours.

## 1.2 General Terms and Conditions

The Customer shall be entitled to the following Support and Maintenance services during the Term and upon payment of the Fee:

### 1.2.1 Scytl Technical Services.

Scytl Support and Maintenance Services include perfective, adaptive, preventive and corrective maintenance in relation to Supported Versions. The Support Services do not include any post-installation configuration or development support, such as integrations of the Software with the user or third-party developed software or data, configuration advice that is not related to the initial installation and setup, or non-bug related technical problem resolution.

### 1.2.2 Resolutions and Severity levels.

Scytl will make commercially reasonable efforts to provide a resolution or patch designed for resolving a reported issue in accordance with the Service Schedule hereto. If such issue has been resolved or corrected already in an existing Maintenance Release, the Customer must install and implement that Maintenance Release/Upgrade; otherwise, the resolution for critical and high severity issues may be provided in the form of a temporary patch (fix, procedure, or routine) to be used until a Maintenance Release containing the resolution is available. The priority level shall be agreed between the parties following the priority levels described below:



<b>Severity</b>	<b>Description</b>	<b>Details</b>
<i>CRITICAL</i>	An immediate and sustained effort using all available resources until issue is resolved.	<ul style="list-style-type: none"> <li>• Business critical function is down</li> <li>• Major impact to Customer's business</li> <li>• No workarounds exist</li> </ul>
<i>HIGH</i>	Technicians respond immediately, assess the situation, and may interrupt other staff working low or medium priority jobs for assistance.	<ul style="list-style-type: none"> <li>• Business critical function is impaired or degraded</li> <li>• There are time-sensitive issues that impact on-going production</li> <li>• Workaround exists, but it is only temporary</li> </ul>
<i>MEDIUM</i>	Respond using standard procedures and operating within normal Management structures.	<ul style="list-style-type: none"> <li>• Non-critical function down or impaired</li> <li>• Does not have significant current production impact</li> <li>• Performance is degraded</li> </ul>
<i>LOW</i>	Respond using standard operating procedures and as time allows.	<ul style="list-style-type: none"> <li>• Non-critical, function down or impaired</li> <li>• No business impacts</li> <li>• General Service Enhancements</li> </ul>

### 1.2.3 Technical Support Contacts.

ScytI Maintenance and Support Services will be accessible by one (1) designated contact (Technical Support Contact) and one (1) back up contact. You may modify your designated Technical Support Contact at any time during the terms of the service by confirmed email to ScytI's Technical Support Contact, who will be the main interface to the ScytI Maintenance and Support Services.

### 1.2.4 Exclusions from ScytI's Technical Services.

ScytI is not obligated to provide Technical Services in the following situations:

- a) When ScytI determines that the Issue is caused by unauthorized changes or modifications to the Software provided by ScytI, resulting in malfunctioning of the Software. This is not applicable if the changes or modifications are made under the direct supervision of ScytI;
- b) The Software has been damaged through negligent use by the Customer.
- c) The issue is caused by the negligence, hardware, malfunction or other causes beyond the reasonable control of ScytI;
- d) The issue is caused by third party software not licensed by or through ScytI;
- e) The Customer has not installed and implemented a prior Upgrade or Maintenance Release;
- f) The Customer has not installed up-to-date browser and system software;
- g) The Customer has not paid the Technical Service fees when due;
- h) The version of the Software that the Customer is using is not a Supported Version;

- i) If the Customer has not complied with ScytI's license Agreement; or
- j) Failures related to an accident, disaster, or other Force Majeure event.

**1.2.5 Agreement in Force.**

Except as agreed herein, all other terms and conditions of the Agreement shall apply with full force and effect to this Service Level Agreement.

**1.3 Escalation Process**

For each issue:

1. The Customer's Technical Support Contact will notify ScytI of the issue through the agreed channels;
2. A ScytI Technical Support contact will acknowledge the reception of the issue;
3. A ScytI Technical Support contact will do an initial diagnosis and complete the incident details in the Incident Management Tool:
  - Services affected;
  - Level of disruption;
  - Cause of the incident, if known;
  - Estimated time to resolve the issue or time of next update;
  - Feasible workaround.
4. The ScytI Technical Support contact will call or email the Customer's Technical Support Contact providing the diagnosis and incident identifier and will agree on a *Criticality Level* based on a predefined set of criteria;
5. The ScytI Technical Support contact will provide regular updates on the incident status.

**1.4 Service Level Agreements (SLAs)**

To guarantee a smooth and efficient relationship between ScytI and their partners, ScytI assigns a Service Manager (Account Manager) who will be the main point of contact to coordinate regular maintenance and support activities.

The Service Manager will periodically report on the different activities performed, as well as the status of the contracted pools of support hours (if any).

<i>What is included</i>	<ul style="list-style-type: none"> <li>• Single Point of Contact (SPOC)</li> </ul>
<i>What is not included</i>	<ul style="list-style-type: none"> <li>• Project Management activities for Electoral Events</li> </ul>

#### 1.4.1 Issue Response.

In the event the Hosted System fails to perform as required by this Agreement (an "Issue"), the following Issue Response Procedure shall apply: Customer will notify ScytI of any identified Issue as soon as possible. Customer will also provide the reasonable availability of a single point of contact to assist ScytI in resolving any Issue with the Software. Upon notification of an Issue, Customer and ScytI by mutual agreement in good faith shall classify the severity of the Issue based on the levels detailed in Section 1.2.2. ScytI shall follow up with Customer with a telephone call or email response within 30 minutes upon notification of an Issue, subject to the Issue levels below. During the follow-up telephone or email, ScytI shall provide Customer with an initial assessment of the Issue in conjunction with any identified steps for the parties to mitigate the Issue.

<i>Severity</i>	<i>Response Time</i>
<i>Critical Priority</i>	0-30 minutes (during business hours)
<i>High Priority</i>	Within 2 hours
<i>Medium Priority</i>	Within 24 hours
<i>Low Priority</i>	Within 5 working days

#### 1.4.2 Service Details.

ScytI's Software Support and Maintenance Service is divided into different sub-services:

- Service availability;
- Planned Maintenance Service and Technical Support;
- Hosting.

Further details are provided below.

**1.4.2.1 Service Availability.**

<i>Service hours</i>	Monday to Friday from 8 AM to 5 PM EST (Eastern Time)
<i>After hours support</i>	<p>On-call staff can be reached via the support telephone and/or support email. Calls received outside of Service Support Hours will be forwarded to the on-call service manager's mobile telephone.</p> <p>Email support is available using the support email <a href="mailto:product.support@scyti.com">product.support@scyti.com</a>.</p> <p>Calls and emails received outside of the service time frame will receive a response in accordance with the priority of the reported issue.</p>
<i>Response time</i>	Dependent on issue priority (see section <b>Error! Reference source not found.</b> )
<i>Diagnosis time</i>	Dependent on issue priority (see section <b>Error! Reference source not found.</b> )
<i>Service volume</i>	Annual pool of hours (see contract).
<i>Rules of use</i>	<ul style="list-style-type: none"> <li>• In the event of consuming the whole bundle of hours, an additional pool of hours could be purchased;</li> <li>• Refunds or carry over are not considered if the pool of hours is not consumed at the end of the Agreement (and on a yearly basis).</li> </ul>

**1.4.2.2 Planned Maintenance Service and Technical Support.**

1.4.2.2.1 Service Description – Planned Maintenance

ScytI is responsible for guarantying the quality of the Software provided under the Agreement, as well as facilitating the inclusion of new features as a result of a product evolution. Upon a **Maintenance Release**, ScytI guarantees the data integration for the **Supported Versions**.

<i>What is included</i>	<ul style="list-style-type: none"> <li>• Perfective maintenance;</li> <li>• Adaptive maintenance;</li> <li>• Preventive maintenance (including updates such as digital certificates);</li> <li>• Corrective maintenance.</li> </ul>
<i>What is not included</i>	<ul style="list-style-type: none"> <li>• Extension of any existing functionality, which should be handled via the Change Management process;</li> <li>• The development of any new functionality, which should be handled via the Change Management process.</li> </ul>

1.4.2.2.2 Service details – Planned Maintenance

<i>Service hours</i>	Monday to Friday from 9 AM to 5 PM EST Maintenance activities may be planned as after-hours service or during the weekends as agreed by the Customer.
<i>Response time</i>	Within 2 working days
<i>Diagnosis time</i>	<ul style="list-style-type: none"> <li>• Critical and High severity issues - Within 8 service hours</li> <li>• Medium severity issues - Within 16 service hours</li> </ul>

1.4.2.2.3 Service Description – Specialized Technical Support Service

ScytI provides specialized technical support for those software components embedded in the provided solution. The specialized technical support includes responses to technical questions and providing technical support during maintenance or testing activities<sup>1</sup>. The support service will be handled through the defined Technical Support Contacts.

<i>What is included</i>	<ul style="list-style-type: none"> <li>• Response to technical questions related to the products making up the solution;</li> <li>• Deployment or support to the deployment on the Licensee's infrastructures after a Maintenance Release;</li> <li>• Ad-hoc digital signature of applications after a Maintenance Release;</li> <li>• Ad-hoc Trusted Build activities after a Maintenance Release.</li> </ul>
<i>What is not included</i>	<ul style="list-style-type: none"> <li>• Support on solution configuration for specific electoral processes.</li> </ul>

1.4.2.2.4 Service details – Specialized Technical Support Service

<i>Service hours</i>	Monday to Friday from 9 AM to 5 PM EST
<i>Response time</i>	Within 2 working days
<i>Diagnosis time</i>	Within 3 working days
<i>Service volume</i>	Annual pool of hours (see proposal/contract).

<sup>1</sup> Technical support during specific electoral processes is an optional service that is not included under this service

**1.4.2.3 Hosting.**

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

- a. Hosting of the software on ScytI' servers in an Amazon Data Center rented by ScytI located in the US and providing the Customer access to the hosted SOFTWARE seven (7) days per week, twenty-four (24) hours per day, except for scheduled maintenance.
- b. Installation, test, and initial system set up in the servers in the Data Center.

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

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

**APPENDIX 2**

**Douglas County, Nevada**

Online Election Training Proposal

August 18, 2020

Levi Bruce  
Business Development & Sales Representative  
Levi.Bruce@scytI.us



**ScytI Secure Electronic Voting**  
**STRICTLY CONFIDENTIAL**  
**Use only for evaluation purposes.**

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## 2 Cover Letter

August 18, 2020

Kathy Lewis  
County Clerk  
Douglas County,  
Nevada

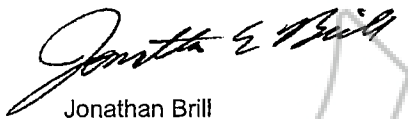
Ms. Lewis,

The services and cost estimates in the following proposal represent the best solution to the stated project parameters at competitive prices. This proposal is valid for a period of ten (10) days from the date of presentation. In the event that the Douglas County and Scytl cannot agree upon a mutually agreeable contract within a twenty (20) day period, Scytl reserves the right to make any necessary adjustments to the scope, time estimates, or investment price for the project. Scytl is the ONLY provider of a fully customized election training software, designed by a team of election education experts. Therefore, we are the sole source provider of this solution as it cannot be licensed, purchased, or leased from any other company or provider.

This proposal does not serve as a binding agreement for either party represented. Binding agreements will be acknowledged as a definitive contract, executed, and delivered.

We would like to thank you for the opportunity to propose a solution to meet your needs. We look forward to building a relationship with the Douglas County. All inquiries to this proposal should be directed to Levi Bruce by phone at 419-348-5218 or email at: [Levi.Bruce@scytl.com](mailto:Levi.Bruce@scytl.com)

Sincerely,



Jonathan Brill  
President & General Manager

### 3 ScytI Online Training

#### 3.1 Fully Customized ScytI Online Training



ScytI Online Training is **the most widely used online election worker training and is currently being used in over 600 jurisdictions across the country**. ScytI Online Training provides customized curriculums outlining voting equipment setup, polling place policies, and Election Day procedures and scenarios.

Our team of seasoned instructional designers leverages our experience working hand-in-hand with city, county, and state customers when creating each unique online learning experience. Years of experience working exclusively with election officials has molded the **ScytI Online Training** platform into an invaluable tool to ensure consistency in your election processes.

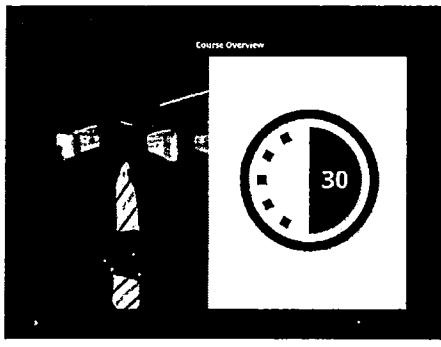
ScytI Online Training is currently being used across North America, Europe, the Middle East, and Australia. ScytI's team leverages years of experience working exclusively with adult learners, which has molded the **ScytI Online Training** into an invaluable tool to help increase learner comprehension and knowledge retention.

#### Platform Capabilities

- Specific American Disabilities Act Compliance Training
- Custom Content Created for each Client
- Role-Based Interactive Exercises to Reinforce Lessons
- Training Best Practices from over 600 Election Jurisdictions
- Experience with All Major Voting Equipment Vendors

### 3.1.1 The Learning Management System

ScytI Online Training is used in tandem with our learning management system (LMS) to provide your office with the tools you need to track and access learner progress and knowledge retention



Key features:

- Custom Assessments which test learners' comprehension and retention of information
- Built-in reporting tools which provide a clear view of learner's progress and assessment scores
- Certificates of completion upon passing

### 3.1.2 ADA Training Curriculum

ScytI Online Training provides election workers with the proper knowledge and communication skills required to assist voters with disabilities. ScytI's ADA curriculum provides a full program of sensitivity coursework, professionally developed content from experts in the field of ADA compliance, and demonstrates training on maintaining compliance of polling place accessibility that will meet State and County procedures for handling Election Day issues.

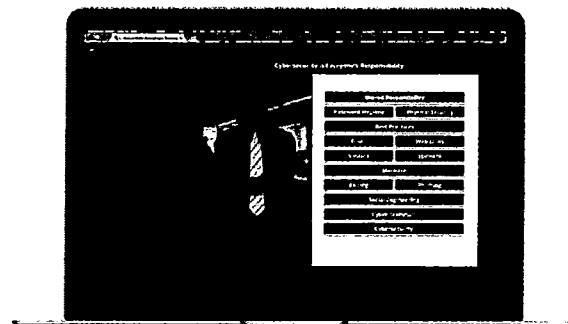


### 3.1.3 Cybersecurity Awareness Training Curriculum

ScytI Online Cybersecurity Awareness Training provides your office with the knowledge to defend against cyber-attacks. It is an introduction to cybersecurity principles, the current threat landscape, and best practices to mitigate unwanted hacks and breaches.

The training covers the following topics and more:

- Defining the threat landscape
- Passwords and two-factor authentication
- Phishing
- Physical security
- Recognizing threats and risks
- Security is a shared responsibility

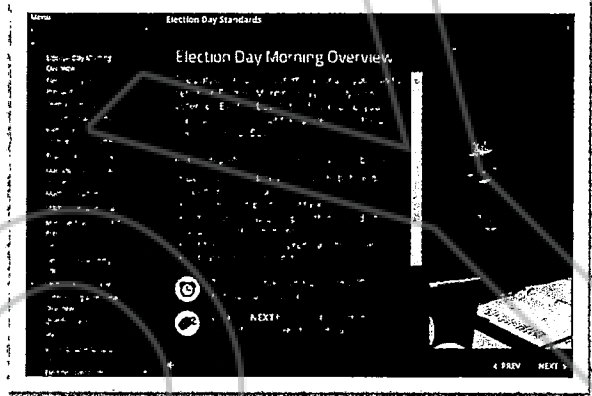


- Social Engineering
- Understanding malware

### 3.1.4 Election Worker Training Experience

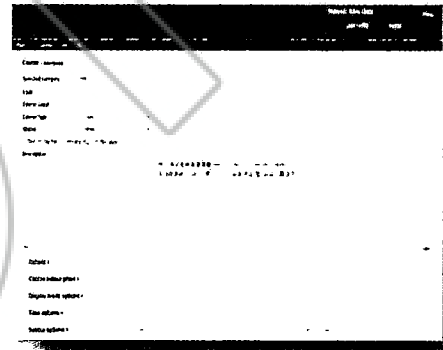
Scytl Online Training has been leveraged by over 600 jurisdictions in 16 states including Arizona, California, New York, Florida, Texas, Michigan, North Carolina, South Carolina, Colorado, Kansas, Kentucky, New Mexico, Utah, Illinois, Mississippi, Indiana, and internationally in Canada, The Ukraine, The United Kingdom, and the Democratic Republic of the Congo. Direct feedback from our customers around the world drives the development of this industry leading online training platform.

- Blended learning curriculum
- Role-based scenario training
- Training best practices archive
- Experienced with all voting equipment vendors



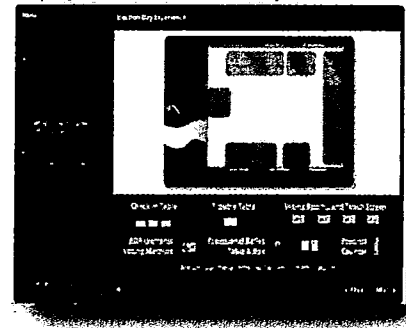
### 3.1.5 Fully Editable Content

Election training requirements are constantly evolving. Due to these changing requirements, the Scytl online training platform includes an integrated, easy to use content editor. The built-in editor does not require a “plug-in” or additional software, which reduces the cost of editing and eliminates the challenges associated with firewalls and network requirements for third party browser additions.



### 3.1.6 Engaging Interactive Adult Training

Most adults are one of three types of learners: visual, auditory, or interactive. Scytl Online Training is designed with each of these learning styles in mind, ensuring every student receives consistent instruction regardless of learning style. Using multimedia assets including video, voiceovers, and interactive “edutainment” exercises, Scytl Online Training attracts and retains the attention of every election worker.



### 3.1.7 Reporting and Certification

Election Administrators have the ability, through Scytl Online Training, to monitor the progress of all trainees at each stage throughout the online training program. Built-in reporting tools provide a clear view of each trainee's utilization of the online training platform. Test bank driven assessments provide measurements of information comprehension providing an excellent opportunity for re-education of areas of weakness. Randomized questions allow for a truly certifiable training experience.



### 3.1.8 Flexibility to Meet Your Needs

Scytl Online Training can sustain an unlimited amount of training content, which allows clients to build customized training content suited to their evolving needs. Scytl Online Training works across all major web browsers (Google Chrome, Edge, Internet Explorer, Firefox, and Safari), and is backed by an in-house Quality Assurance staff dedicated to the success of your Online Training Platform. Having successfully delivered online election worker training programs to some of the largest and most well-respected election officials across the country, Scytl is uniquely positioned to produce the most dynamic training experience possible to meet Douglas County's specific needs.



### 3.2 Online Training Essentials

With ScytI's Online Training Essentials, we take your already-created training videos, PowerPoint presentations, and materials and convert them into an online format. We then upload your content to the learning management system. The LMS capabilities ensure that a student has to view all of the training materials and provides you with the ability to track a student's progress through the training.

With ScytI's Online Training Essentials, you can also create formal assessments so that you can test your students on their knowledge retention of the processes and procedures covered in the training, and you can use the LMS's robust reporting to analyze a student's responses and scores to the assessment questions. ScytI's Online Training Essentials can be deployed in a short timeframe, ensuring that you are able to get your election workers the important information they need to conduct their responsibilities and tasks for your upcoming elections. ScytI's team of expert adult educators are there to support you before, during, and after your training cycle.

## 4 Services to be provided

### 4.1 Services to be provided by Scytl for Fully Customized Scytl Online Training

The services to be provided by Scytl in this proposal for a full training implementation are:

- Single point of contact for the County for project management.
- Actively collaborate with the County.
- Full Training Content:
  - Up to 2 hours of custom training content.
  - Onsite video shoot (2 resources over 2 days).
- Additional training content may be developed at Scytl's standard hourly rate of \$150 per hour. Effort estimates will be provided upon request.
- Provision of the Online Training Platform as a service (SaaS) for the County:
  - Creation and setup of County's instance
  - Users imported from election worker database via a .csv file
  - Custom front page banner designed
  - Access to pre-built content – Disability and Sensitivity Awareness Training; and Cybersecurity Awareness Training
  - Creation of assessments and surveys
- Deployment and validation of the solution on Scytl's data center in the US that will allow high availability during the production period.
- Technical management of the project in those parts corresponding to Scytl.
- Perform a user acceptance test (UAT) to get the County's approval before the election period.
- Provision of the platform documentation.
- Training to the County to ensure that it is able to operate the platform for each election.
- All services to be provided remotely unless otherwise specified.

### 4.2 Services to be provided by Scytl for Online Training Essentials

The services to be provided by Scytl in this proposal for Scytl Online Training Essentials are:

- Single point of contact for the County for project management.
- Actively collaborate with the County.
- Provision of the Online Training Platform as a service (SaaS) for the County:
  - Creation and setup of County's instance
  - Users imported from election worker database via a .csv file
  - Custom front page banner designed
  - Conversion of County's already-existing PowerPoints, videos, other manuals/training materials to online format

- Access to pre-built content – Disability and Sensitivity Awareness Training; and Cybersecurity Awareness Training
- Creation of assessments and surveys
- Deployment and validation of the solution on Scytl's data center in the US that will allow high availability during the production period.
- Technical management of the project in those parts corresponding to Scytl.
- Perform a user acceptance test (UAT) to get the County's approval before the election period.
- Provision of the platform documentation.
- Training to the County to ensure that it is able to operate the platform for each election.
- All services to be provided remotely unless otherwise specified.

The services to be provided by Scytl in this proposal (for either the Scytl Online Training option or Scytl Online Training Essentials option) for the ongoing support are:

- Account management production support – limited to 15 hours per year.
- Content development (refresh of training contents, minor changes) – limited to 20 hours per year.
- Technical support (development team, DBA – Database administrator, and IT engineer) – limited to 10 hours per year.

#### 4.3 Douglas County to provide

The County will be required to provide the following in order to assure the success of the project:

- A single point of contact for Scytl.
- Actively collaborate with Scytl to provide the requested data in the requested timescale.
- The County will determine the lessons to be provided and will review and approve all designs.
- Provide the necessary data (in electronic format) to configure the system.
- Validate acceptance of the platform during the user acceptance test (UAT).
- Any other services not provided by Scytl.
- The County agrees to participate in the training for Classroom Management module and after year 1 will manage the set up and administration of the Classroom management inhouse.

## 5 Pricing

ScytI would like to offer the Douglas County a SaaS licensing model for ScytI's Online Training.

### 5.1 Implementation Pricing Options

Online Training Service	Investment	Terms
<b>Implementation Breakdown</b>		
Fully Customized Online Training Implementation – LMS creation/deployment, content development/assessments, video/photo shoot, & project management <i>(15% discount if contracted for in the initial agreement)</i>	\$23,760.00  \$20,196.00	Includes Online Training Essentials & VO/CC for the Nov. 2020 training cycle at no additional cost. Fully Customized Online Training implementation to be developed at a future date.
Online Training Essentials Implementation – LMS creation/deployment, videos/content provided by Douglas County, NV, assessments, & project management	\$5,000.00	Good for a one-year term.

### 5.2 Fully Custom Annual Assurance Pricing

Online Training Service	Investment (2020 Start Date Discount of 15%)	Investment (2021 Start Date)
Annual Assurance Fee (Year 1)	\$6,120.00	\$7,200.00
Annual Assurance Fee (Year 2)	\$6,120.00	\$7,200.00
Annual Assurance Fee (Year 3)	\$6,120.00	\$7,200.00
<b>Total 3 Year Subscription</b>	<b>\$18,360.00</b>	<b>\$21,600.00</b>

### 5.3 Payment Terms

The following payment terms are proposed for the agreement between Douglas County and ScytI.

- For the implementation fee:
  - 50% of the implementation fee will be paid upon contract signature.
  - 50% of the implementation fee will be paid upon acceptance of the Fully Custom solution.
- For the annual assurance:
  - The annual assurance will be paid in full at the beginning of the yearly contract term.
  - First year Annual assurance is due upon completion of the Essentials Implementation

### 5.4 Assumptions

The following assumptions<sup>1</sup> have been made for the price quoted:

- i. Prices in USD and without taxes (unless otherwise stated).
- ii. Implementation assumptions:
  - a. Implementation timeline to be mutually agreed by both parties.
- iii. License maintenance includes the following:
  - a. Technical support (Tier 3), limited to a certain number of hours per year, as detailed before.
  - b. Bug-fixing
  - c. Software Upgrades in accordance with product lifecycle.
- iv. The proposed solutions are hosted on ScytI's Data Center.
- v. All services to be provided remotely, unless specified above. On-site services are optionally available at an extra cost.
- vi. Maximum of 5 election training cycles per year

### 5.5 Scope of Work for Fully Customized Training

ScytI will provide the following services to Douglas County. The sample timeline below assumes that Online Training Essentials would be available for use with the November 2020 Election Training cycle, and would require a 1 month implementation timeline. Fully Customized Online Training would be available in 2021, a timeline for which would be agreed upon at that point.

Service/Deliverable	Assignee	Sample Timeline
Project Kick-Off Meeting.	ScytI/ Douglas County	Day Zero
LMS deployment and customization.	ScytI	Day 12
Provide training videos/presentations.	Douglas County	Day 18

Assessments for online training written and submitted to Douglas County for review and approval.	Scytl	Day 23
Final delivery, approval, and sign-off / project completion and go live.	Douglas County	Day 30

## 6 About Scytl

Our democracy deserves peace of mind. At Scytl, we simplify elections. We focus on the details so you can focus on your voters. Scytl is a global leader in election technology solutions that simplify communication with your constituents, facilitate opportunities to increase democratic participation, and streamline legislative session management.

Established in 2001 as a developer of custom election technology, Scytl’s primary focus is putting control over costs and data back into the hands of the election jurisdictions. We accomplish this by making our products intuitive and easy to use and configurable to your unique needs.

Domestically, we work with State and local jurisdictions to simplify elections through the use of software and technology. In the 2018 Mid-term Elections, Scytl provided solutions to more than 900 local U.S. jurisdictions, with 11 state-wide implementations, helping more than 70 million voters. Internationally, we are the world’s leader in online voting, where our solution has been used in over 100,000 electronic electoral events, in over 20 counties.

### ***Proven Reliability***

At Scytl, we partner with your office in many ways, but our clients consistently tell us that these are the most valuable:

- Our Account Managers act as an extension of election staff on Election Day and in the months leading up to it.
- Scytl works closely with AWS to ensure that our solutions are the most reliable and responsive available.

### 6.1 Relevant Experience

Scytl is a leading provider of election software for cities, counties, and states. Scytl has provided ENR in the United States since 2002. Scytl has worked on numerous high-profile electoral modernization projects for governments and public administrations worldwide. All the projects Scytl has worked in have been proven globally with thousands of public employees using our solutions from legislative management to online training and from online voting to results consolidation and reporting.

The list below indicates a sample of Scytl’s previous engagements which will allow evaluating our firm’s past performance and demonstrated approach in order to meet and exceed your needs.

Client	County/State
Country Clients	Israel; United Kingdom; Canada; Australia; Malta
Statewide Clients	Connecticut; South Carolina; Mississippi; Georgia
Cities	City of Chicago, Illinois; City of Norfolk, Virginia; City of Edmonton, Canada; City of Calgary, Canada; City of Toronto, Canada
Counties	Dallas County; Denton County; Gwinnett County; Kankakee County; Los Angeles County; Macoupin County; Madison County; Merced County; Morgan County; Rockwall County; San Diego County; Santa Clara County; Sarasota County; Somerset County; Ventura County; Washoe County

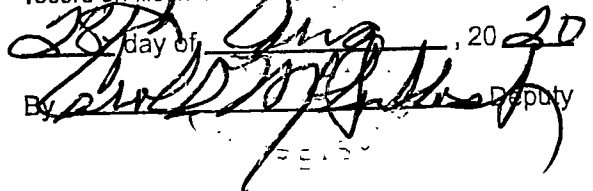


COPY

Douglas County                      State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk, Treasurer's Office on this

28<sup>th</sup> day of August, 2020  
By:  Deputy