

Tenex Software Solutions, Inc.**Tenex Election Desk (TED) Amendment****Tenex Software Solutions, Inc.**

This TENEX ELECTION DESK (TED) Amendment ("Amendment") amends the agreement that was entered into by and between Tenex Software Solutions, Inc., a Florida corporation, having its principal place of business at 5021 W. Laurel Street, Tampa, Florida 33607 ("Tenex" "Vendor" "CONTRACTOR" or "Company"), and Santa Barbara County, California ("Customer" or "COUNTY") dated April 19, 2022 ("Agreement").

The purpose of this Amendment is to add the Tenex Election Desk (TED) Solution to the Agreement. In addition to covering the Precinct Central electronic poll book solution, the Agreement, as modified by this Amendment, governs the provision of the Tenex Election Desk (TED) Solution (the "Solution(s)" as defined herein) by Tenex to Customer, and the use of the System(s) (as defined below) by Customer.

1.0 DEFINITIONS

The following definitions apply to this Amendment:

- a. **System.** "System" means the modules or products that make up the Tenex Election Desk (TED) system.
- b. **Service.** "Service" means Tenex's work product necessary for providing the Tenex Election Desk (TED) modules and election related support.
- c. **Support.** "Support" means the ongoing services by Tenex to support & maintain the System as defined above.
- d. **Solution(s).** "Solution(s)" means the Tenex Election Desk (TED) modules provided by Tenex, under the Agreement, inclusive of all software and services required to make the Tenex Election Desk (TED) System fully functioning Solution(s) as described in the Contract Documents.
- e. **Purchased Product(s).** "Purchased Product(s)" means the complete Solution(s) being licensed to Customer by Tenex.

2.0 DELIVERABLES & DEADLINES

Tenex Software Solutions, Inc. shall perform the Services and provide the software ("Software") to Customer. Tenex will implement 10X University for the Customer, overviewed below.

10X University: An e-learning platform capable of delivering multi-media training to poll workers in a browser-based environment and conduct pre-planned testing to evaluate the competence of the student in the tasks that will be required of them during the election period. The System will deliver this training using a combination of PowerPoint presentations, video files and audio files. The testing will be conducted using multiple choice questions with either a test score or a pass/fail grade depending on the needs of the class.

Customer is responsible for developing presentation, video and audio files and content. Tenex will provide training (four hours of virtual training as agreed upon via approved product quote) to Customer to ensure appropriate knowledge and comfort level with the System.

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

3.0 COUNTY CONTACT

Throughout the Agreement, Renee Bischof is replaced with Michael Daly.

4.0 FEES, EXPENSES & PAYMENT**4.1 Project Fees**

Customer agrees to pay the following fees for use of the 10X University Solution:

- \$21,400.00 to be billed on August 1, 2024 for the period from August 1, 2024 to July 31, 2025.
- \$19,617.00 to be billed on August 1, 2025 for the prorated period from August 1, 2025 to June 30, 2026.

Customer already paid the following fees for use of the 10X University Solution:

- \$21,400.00 for the period from August 1, 2022 to July 31, 2023.
- \$21,400.00 for the period from August 1, 2023 to July 31, 2024.

4.2 Agreement Not-to-exceed Amount

Exhibit B, Section A of the Agreement. is revised to read as follows:

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$725,000.

5.0 INTELLECTUAL PROPERTY

5.1 Intellectual Property Ownership with respect to Tenex Election Desk (TED)

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

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

ALL OTHER TERMS REMAIN IN FULL FORCE AND EFFECT.

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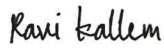
Tenex Election Desk (TED) Amendment between the County of Santa Barbara and TENEX Software Solutions, Inc. 7/11/24

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of August 1, 2022.

COUNTY OF SANTA BARBARA
COUNTY BOARD OF SUPERVISORS

CONTRACTOR
TENEX SOFTWARE SOLUTIONS, INC.

By: 
STEVE LAVIGNINO, CHAIR
BOARD OF SUPERVISORS

By: 
RAVI KALLEM
PRESIDENT

Date: 9-10-24

Date: 8/1/2024 | 9:13 AM PDT


ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

By: 
Deputy

APPROVED AS TO FORM:
GREG MILLIGAN, ARM
RISK MANAGER

By: 
Risk Management

RECOMMENDED FOR APPROVAL:
JOSEPH E. HOLLAND
CLERK-RECORDER-ASSESSOR

By: 
Clerk, Recorder, and Assessor