



by Civera

649 Massachusetts Ave, Suite 10, Cambridge, MA 02139  
sales@electionstats.com // 617-784-8993

## INVOICE

### Prepared For

**Lee Woodard, City Secretary**  
**City of LaPorte, TX**  
604 W Fairmont Parkway  
La Porte, TX 77571  
WoodwardL@laportetx.gov | 281-470-5021

**Invoice Number: 1623**

**Date: 09.03.2024**

Name	Quantity	Price	Frequency	Total
<b>ElectionStats Database</b>	1	INCLUDED	one-time	INCLUDED
Design: "Perfect Fit" Agency Branding				
Election Results Starting Inventory: <i>machine readable files: 1969 - 2024</i>	56	75.00	one-time	4,200.00
Data Proofreading & Verification <i>includes source document linking</i>				
<b>Annual Support &amp; Maintenance</b>		6,000.00	annually	6,000.00
Support is all-inclusive and covers: - unlimited future elections/data - "done for you" auto updates & verification - self-service training & support - new software releases & feature requests - full admin access - secure cloud hosting (99.9% uptime)				

### Terms & Conditions

This estimate is valid for thirty (30) days.

Annual support payment is due upon contract execution and on each subsequent anniversary of contract execution.

\* For future elections, customer is responsible for providing data files in an importable format. See: <https://electionstats.com/getting-us-data-from-your-ems>

Agreements/payments should be made out to **Civera LLC**.

### TOTAL (includes first-year support)

<b>Option 1</b>	<b>ElectionStats (1969-2024)</b>	<b>\$10,200.00</b>
Annual (Year 2+):		\$6,000.00



by Civera

649 Massachusetts Ave, Suite 10, Cambridge, MA 02139  
sales@electionstats.com // 617-784-8993

# INVOICE

## Prepared For

**Lee Woodard, City Secretary**  
**City of LaPorte, TX**  
604 W Fairmont Parkway  
La Porte, TX 77571  
WoodwardL@laportetx.gov | 281-470-5021

**Invoice Number: 2155**

**Date: 09.03.2024**

Name	Quantity	Price	Frequency	Total
<b>Ballot Verifier Application</b>				INCLUDED
Comprehensive integration, navigation, filtering, and download of all cast ballot images, cast vote records, with vote-cell privacy masking and hash validation security.				
Ballot & CVR Inventory: <i>2024-Forward</i>	1	INCLUDED	one-time	INCLUDED
<b>Ballot Verifier Annual Support &amp; Maintenance</b>			annual	\$6,500
Support is all-inclusive and covers: - unlimited future elections/data - "done for you" auto updates & verification - 24/7 helpdesk, training, liase with counties - new software releases & feature requests - SOC 2 secure cloud hosting (99.9% uptime)				
<b>Ballot Redactor Application</b>			annual	\$3,000
Handwriting Detection + Cartesian Polygon				

## Terms & Conditions

This estimate is valid for thirty (30) days.

If applicable, annual support payment is due upon contract execution and on each subsequent anniversary of contract execution.

For future elections, customer is responsible for providing data files in an importable format. See: <https://electionstats.com/getting-us-data-from-your-ems>

Agreements/payments should be made out to **Civera LLC**.

## TOTAL (includes first-year support)

<b>Option 1</b>	<b>Ballot Verifier &amp; Ballot Redactor</b>	<b>\$9,500</b>
Annual (Year 2+):		\$9,500

## ElectionStats

# Terms and Conditions

By executing a Purchase Order, or by sending payment, for any of the above Service Options or for the Annual Support/License on the attached quote or invoice, Customer is entering into (1) a contract for software services and (2) a software license agreement with Civera LLC ("Vendor"), detailed below. Upon the date that Vendor receives Customer's payment ("Effective Date"), the aforementioned agreements shall be executed.

## Contract for Software Services

### Scope of Work

Vendor agrees to create a new ElectionStats or Ballot Verifier search portal for Customer ("Software"), which includes the migration and quality assurance of Customer's election results and voting statistics data from publicly available source files and webpages according to the Service Option selected by Customer in the Invoice above ("Data"). Software functional specifications shall be comparable to those demonstrated in current launched ElectionStats search portals, such as <https://results.elections.ny.gov> ("Reference Site"), or Ballot Verifier search portals, such as <https://ballotverifier.adacounty.id.gov> ("Reference Site") -- as of the Effective Date. Reference Site is applicable according to the specific product(s) Customer has selected -- ElectionStats and/or Ballot Verifier.

### Acceptance

The Software shall be deemed accepted by Customer 30 days after the Delivery Date unless Customer provides notice of defect to Vendor within 30 days. Upon receiving said notice and deemed reasonably valid by Vendor, Vendor shall correct the defect and resubmit the Software for acceptance by Customer. If, in the reasonable judgment of Vendor, the defect is not valid, Vendor shall submit to Customer a written explanation of the reasons why such asserted defect is not valid. A defect shall never be construed to mean an additional functional component that is not present in the applicable Reference Site.

### Service Level Agreement

1. "Critical issues" are defined as: website problems which render expected content inaccessible to users due to software component failure (including but not limited to: dead HTML form submit button, uncaught runtime exception, database connectivity failure, web application outage).
2. "Non-critical" issues are defined as: website problems which do not seriously impact users' accessibility of expected content, and are typically cosmetic in nature (including but not limited to: wrong positioning of rendered DOM element, dead optional HTML form field, CSS or image load failure).

### Response & Resolution Time Guarantees

1. Vendor shall respond to and resolve critical website issues in 4 and 8 business hours, respectively.
2. Vendor shall respond to and resolve non-critical issues in 7 and 10 business days, respectively.

### Non-Disclosure of Privileged Data

In the event that Customer provides Vendor with materials which are exempt from applicable public records laws, including but not limited to: unredacted ballot images which contain personally identifiable information, and non-public voter registration information (“Privileged Data”), Vendor guarantees that such data shall remain strictly confidential, and Vendor shall not share such data with any outside party. As an additional security measure, insofar as Privileged Data is not necessary for the Software to function according to the needs determined solely by Customer, Vendor shall promptly destroy any copy of Privileged Data in Vendor’s possession.

**Payment for Services**

For hosting and support to continue, payment for full Annual Support/License is due on each subsequent anniversary of contract execution. Customer has the option of pre-paying for the full first-year amount including project costs. Upon delivery of the project, all invoiced project costs are due. Customer and Civera agree to a one-year term duration which auto-renews upon the anniversary of the Effective Date.

**Software License Agreement**

With the exception of Customer's branding and design components and Customer's ported front-end code, Software is the exclusive property of Vendor. Vendor is allowing Customer a non-exclusive right to use of the Software for the duration of each annual term paid for by Customer. Customer and its employees shall be granted full access to and control over the Data within the Software at any time using a secure log-in administrative portal. Customer may request delivery of Data at any time and Vendor shall deliver such Data in a normalized CSV export-file format. Customer shall not grant administrative access to any user who is not an employee of Customer.

We, the undersigned, hereby execute the attached quote/invoice and the above Terms and Conditions:

**Signature:**

**Name:**  
**Title:**  
**Organization:**  
**Date:**

**Signature:**

**Name:** Adam Friedman  
**Title:** Chief Executive Officer  
**Organization:** Civera LLC  
**Date:**

