

## Schedule A – Pricing and Fees

### 1.1.1 Implementation Costs

The total cost of implementation for Provista’s ViBE EMS is \$148,000. Implementation is anticipated to last 90 days or less. The initial implementation payment does not constitute prepayment for any future subscription, hosting, support, or maintenance services.

<b>Implementation Deliverables Fees</b>		
Project Kick Off Meeting	One-Time Cost	\$400
Project Management Plan	One-Time Cost	\$7,200
Requirements Validation and Gap Analysis / Design	One-Time Cost	\$14,800
Application Configuration	One-Time Cost	\$14,800
Reports	One-Time Cost	\$7,200
Data Conversion	One-Time Cost	\$14,800
Interfaces	One-Time Cost	\$14,800
System Setup/Configuration	One-Time Cost	\$14,800
Test Management Plan	One-Time Cost	\$2,000
Testing	One-Time Cost	\$14,800
Training Management Plan	One-Time Cost	\$2,000
Training	One-Time Cost	\$14,800
System Documentation	One-Time Cost	\$4,000
Implementation and Transition Plan	One-Time Cost	\$4,800
Implementation	One-Time Cost	\$14,800
Final Acceptance	One-Time Cost	\$2,000
<b>Total Implementation Deliverables Fees</b>		<b>\$148,000</b>

### 1.1.2 Maintenance and Support Fees

The maintenance and support fees for the Licensed Software are as follows:

<b>Service Year (May1-April 30)</b>	<b>Maintenance and Support Fees</b>	<b>Production Server Hosting Fee</b>	<b>CTE Server Hosting Fee</b>	<b>Total Cost</b>
Year 1: 2026-2027	\$80,000	\$19,900	\$9,950	<b>\$109,850</b>
Year 2: 2027-2028	\$80,000	\$19,900	\$9,950	<b>\$109,850</b>
Year 3: 2028-2029	\$80,000	\$20,500	\$10,250	<b>\$110,750</b>
Year 4: 2029-2030	\$80,000	\$21,150	\$10,575	<b>\$111,725</b>

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Year 5: 2030-2031	\$80,000	\$21,800	\$10,900	<b>\$112,700</b>
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Maintenance and Support fees for any contract year beyond Year Five shall not increase by more than the lesser of three percent (3%) or the Consumer Price Index (CPI), unless otherwise mutually agreed in writing by the Parties.

### 1.1.3 Professional Services Rate

The Client may procure additional professional services from the Contractor as needed at the following rates:

Role	Hourly Rate
Project Manager	\$191
Technical Lead	\$208
Database Architect	\$174
DevOps Specialist	\$174
Application Developer	\$174
Business/Data/Test/Training Analyst	\$129
Elections SME	\$208
Security Lead	\$208

The hourly rates set forth in this Schedule may be adjusted annually beginning on the first anniversary of Final Acceptance; provided, however, that any such adjustment shall not exceed the lesser of three percent (3%) or the annual percentage increase in the Consumer Price Index (CPI-U) for the West Region for the preceding calendar year. Contractor shall provide Client with at least sixty (60) days' prior written notice of any such rate adjustment.

#### 1.1.4 Payments

1. Client will pay fifty percent (50%) of the implementation cost at the beginning of the implementation upon receipt of an accurate invoice, and the remaining fifty percent (50%) upon completion of implementation and readiness for go-live. Beginning after go-live, Maintenance and Support fees will be billed in accordance with the Client's fiscal year of May 1 through April 30. If go-live occurs after May 1, the Year One Maintenance and Support fee will be prorated from the go-live date through April 30. If go-live occurs on or before May 1, the full Year One fee will apply. Maintenance and Support fees for all subsequent years will be billed annually on or before May 1 and are payable within thirty (30) days of invoice. All payments shall be made in arrears unless otherwise permitted by applicable law.
2. The contractual amounts described in this Schedule to be paid to Contractor constitute the entire compensation due Contractor and all of Client's obligations regardless of the difficulty, materials, or equipment required. The contractual amount includes fees, licenses, overhead, profit, and all other direct and indirect costs incurred or to be incurred by Contractor.
3. Any cost adjustments to the contract must be agreed upon by the Parties by amending this contract. No additional charges, surcharges, or fees shall apply unless expressly agreed to in a written amendment executed by both Parties. No claim for additional services not specifically provided herein will be allowed by Client except to the extent provided by a valid amendment to this contract through the Change Request process.
4. Payment will be made by Client upon receipt of accurate invoices from Contractor. Client will be allowed thirty (30) days to process each payment. All invoices shall be itemized and shall identify the applicable milestone, deliverable, service period, or labor category, as applicable.
5. The payment of an invoice by Client will not prejudice Client's right to object to or question that or any other invoice or matter in relation thereto. Contractor's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by Client, on the basis of audits conducted in accordance with the terms of this contract, not to constitute allowable costs. Any payment will be reduced for overpayments or increased for underpayments on subsequent invoices. Any such determination shall be made in accordance with the audit limitations and scope defined in Section 4.22 of the Master Agreement.
6. Client reserves the right to deduct from amounts that are or will become due and payable to Contractor under this, or any contract between the Parties, any amounts that are or will become due and payable to Client by Contractor. Any such offset shall apply only to amounts that are final, due, and not subject to a reasonable dispute.

7. Reimbursement for Contractor staff travel and travel-related costs associated with on-site work performed under this contract will be paid at the GSA Standard rate. Meals will be reimbursed on a per diem basis at the current GSA rate. Contractor will make every reasonable attempt to book air travel in advance to reduce costs. Payment for any travel costs that exceed the travel budget as agreed upon by the Parties must be approved by Client's Project Manager.

#### **1.1.5 Taxes**

The fees set forth in this Agreement do not include any amounts for taxes. Sales, use or excise taxes, to the extent they apply, are the sole responsibility of Client. Contractor will not submit an invoice, nor will Contractor collect such taxes from the Client.

#### **1.1.6 Payment Terms**

All payments are due Net 30 Days following Client's receipt of an accurate invoice.