

VOTING SYSTEM AND SERVICES AGREEMENT  
BY AND BETWEEN  
DOMINION VOTING SYSTEMS, INC.  
AND CONTRA COSTA COUNTY, CA

This Voting System and Services Agreement (this "Agreement") dated March 1, 2018 (the "Effective Date"), is made by and between Contra Costa County having its Elections Department located at 555 Escobar St. Martinez, CA 94553 (hereinafter the "Customer"), and Dominion Voting Systems, Inc., having its principal office located at 1201 18<sup>th</sup> Street, Suite 210, Denver, CO 80202 (hereinafter "Dominion"). This Agreement may refer to Dominion and the Customer together as the "Parties," or may refer to Dominion or the Customer individually as a "Party."

WHEREAS, The Customer desires to purchase a voting system, software licenses and related services solutions; and

WHEREAS, Dominion designs, manufactures, licenses, and provides services for its voting systems.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the terms and conditions set forth herein, Dominion agrees to license and furnish the System (as defined herein) to the Customer.

1. **Composition of Agreement.** Exhibits A and B are attached hereto and incorporated herein by reference and form a part of this Agreement. This Agreement consists of the terms and conditions contained in the following sections and the listed Exhibits. The total compensation payable under this Agreement shall not exceed \$6,750,000 and shall be invoiced and paid in accordance with the item prices set forth in the Exhibit A attached hereto (Pricing Summary and Deliverables Description) and .

Exhibit A: Pricing Summary and Deliverables Description  
Exhibit B: Software License Terms and Conditions

2. **Definitions.** For the purposes of this Agreement, the following are defined terms:

- 2.1. "Acceptance" and variations thereof, means the successful completion by the Customer of the acceptance testing performed on each component of Dominion Hardware and Software, after delivery in accordance with testing criteria set forth in Section 8 below.
- 2.2. "Confidential Information" means those materials, documents, data, and technical information, specifications, business information, customer information, or other information of a Party (the "Disclosing Party") maintained as trade secrets or confidential and which are disclosed to a another Party (the "Receiving Party") in tangible form conspicuously marked as "confidential," or with words having similar meaning, which includes without limitation, Dominion Software and associated documentation.

- 2.3. "Dominion Hardware" means the ImageCast<sup>®</sup> system hardware as more specifically described in Exhibit A.
- 2.4. "Dominion Software" means software and firmware programs licensed to the Customer by Dominion in object code form and any associated documentation as more specifically described in Exhibit A.
- 2.5. "Election" means a single election event administered by the Customer including any absentee and early voting activity associated with the election event. Election shall not mean any follow-on events occurring after the initial election event, including without limitations, run-offs or recall replacements elections. Any follow on event shall be considered an Election in and of itself.
- 2.6. "Election Management System Hardware or "EMS Hardware" means third party hardware required for operating Dominion Software as used in conjunction with the Dominion Hardware.
- 2.7. "License" has the meaning set forth in Section 7.
- 2.8. "Project" means the implementation of the System, which includes acceptance, training and a complete election using the Equipment.
- 2.8. "System" means the combination of Dominion Software, Dominion Hardware and EMS Hardware.
- 2.9. "Third Party Software" means manufacturer supplied software, or firmware owned by third parties, which Dominion provides to Customer pursuant to sublicenses or end user license agreements with the owners of such Third Party Software. Third Party Software includes, but is not limited to, various operating systems, software drivers, report writing subroutines, and firmware.
- 3. **Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall continue until December 31, 2023 (the "Term"), unless sooner terminated or extended as provided herein.
- 4. **Dominion's Responsibilities.** Dominion shall:
  - 4.1. Deliver the System and services as described in Exhibit A - Pricing Payment Summary and Deliverables Description no later than thirty (30) days after the Effective Date.
  - 4.2. Complete the Project no later than July 5, 2018.
  - 4.3. Provide the Customer with a Dominion Software use License as described in Exhibit B - Software License Terms.

- 4.4. Assign a Dominion Project manager (“Dominion Project Manager”) to oversee the general operations of the Project. The Dominion Project Manager is the primary contact for all Project needs. The Dominion Project Manager is responsible for all deliverables and services including, resource planning and coordination, product delivery, issue resolution and for all administrative matters such as invoices and payments.
- 4.5. No later than sixty (60) days after the Effective Date, Dominion and Customer shall execute a lease agreement, between Dominion, as sublessor, and Customer as sublessee for a (3) three year period, for a facility within Contra Costa County for the storage, acceptance, and Customer operations of the voting System, with payments under the lease not to exceed the amount set forth in Exhibit A of this Agreement.
- 4.6. Assist in the Acceptance testing process as required by Section 8 herein.
- 4.7. Provide Customer with one (1) reproducible electronic copy of all documentation relating to the System.
- 4.8. Provide invoices to Customer pursuant to the payment schedule in Exhibit A and the payment terms described in Section 5.1 herein.
- 4.9. Comply with all requirements of the California Secretary of State’s Conditional Approval of the System, dated October 16, 2017.

**5. Customer's Responsibilities. Customer shall:**

- 5.1. Pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice.
  - 5.1.1. Dominion shall issue invoices to Customer pursuant to the invoice schedule listed in Exhibit A.
  - 5.1.2. Payments specified in this Section 5 are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which shall be reimbursed by the Customer. If the Customer is exempt from taxes, Customer shall supply Dominion a tax exemption certificate or other similar form demonstrating its exempt status.
- 5.2. Assign a Customer Project manager (“Customer Project Manager”), who shall be responsible for review, analysis and acceptance of the System and the coordination of Customer personnel, equipment, vehicles and facilities. The Customer Project Manager shall be empowered to make decisions on behalf of the Customer with respect to the work being performed under this Agreement. The Customer Project Manager shall also have direct access to the Customer's top management at all times for purposes of problem resolution.

- 5.3. Conduct Acceptance testing process as required by Section 8.
- 5.4. Customer shall provide reasonable access and entry into all Customer property required by Dominion to perform the services described in this Agreement. All such access and entry shall be provided at Customer's expense.
- 5.5. When applicable, for election setup and database creation services as described in Exhibit A, the Customer shall review and approve or identify issues to all Dominion deliverables related to such service within two (2) business days of receipt by the Customer. In the event the Customer discovers an issue, it shall provide written notice to Dominion immediately following the discovery of any issue and Dominion shall rectify the issue at no additional cost to the Customer. In the event the Customer approves the deliverable and subsequent to such approval, request that a change be made to the deliverable, then Dominion may provide the change at an additional cost based upon Dominion's then current published service rates.

## **6. Title and Risk of Loss.**

- 6.1. Title to the System. Title to the System, or any portion thereof, excluding Dominion and Third Party Software, will pass to Customer upon delivery.
- 6.2. Software. Dominion Software and Third Party Software is licensed, not sold. The original and any copies of the Dominion Software, or other software provided pursuant to this Agreement, in whole or in part, including any subsequent improvements or updates, shall remain the property of Dominion, or any third party that owns such software.
- 6.3. Risk of Loss. Dominion shall bear the responsibility for all risk of physical loss or damage to each portion of the System until such portion is delivered to the Customer. Customer shall provide Dominion with a single location for shipment and Dominion shall not be responsible for shipping to more than one location. To retain the benefit of this clause, Customer shall notify Dominion of any loss or damage within ten (10) business days of the receipt of any or all portions of the System, or such shorter period as may be required to comply with the claims requirements of the shipper, and shall cooperate in the processing of any claims made by Dominion.

## **7. Software License and Use.**

- 7.1. License. Dominion hereby grants to the Customer, and the Customer accepts a non-exclusive, non-transferable, license ("License") to use the Dominion Software during the Term of this Agreement, subject to Software License Terms attached hereto as Exhibit B.

- 7.2. Third Party Software. The System includes Third Party Software, the use of which is subject to the terms and conditions imposed by the owners of such Third Party Software. Customer consents to the terms and conditions of the third party license agreements by Customer's first use of the System.

## **8. Acceptance.**

- 8.1. Dominion Software or Dominion Hardware Testing. After delivery of Dominion Software or Dominion Hardware, the Customer will conduct Acceptance testing of such units, in accordance with the Acceptance criteria developed and agreed upon by Dominion and Customer. Such Acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than 10 business days after installation.
- 8.2. System Acceptance Testing. To the extent not tested as part of the testing pursuant to Subsections 8.1, upon completing the installation of the System, the Customer will conduct system acceptance testing, according to the Acceptance test procedures developed and agreed upon by Dominion and Customer. Such Acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than ten (10) business days after installation of the System.
- 8.3. Acceptance/Rejection. After testing, if the Dominion Software, Dominion Hardware, or the System does not conform to user documentation or the Acceptance criteria, Customer will notify Dominion in writing within five (5) business days. Dominion will, at its own expense, repair or replace the rejected Dominion Software, Dominion Hardware, or System within thirty (30) days after receipt of Customer's notice of deficiency. The foregoing procedure will be repeated until Customer finally accepts or rejects the Dominion Software, Dominion Hardware, or System in writing in its sole discretion.
- 8.4. System Conformance. Customer will not refuse to grant Acceptance of the System, in whole or in part, solely for the reason that it fails to conform with the specifications, requirements and functions set out in this Agreement in a manner that does not affect the performance of the System, in whole or in part, and Dominion shall provide a plan of action to cure such non-conformity with reasonable dispatch.

## **9. Warranties.**

- 9.1. Dominion Software Warranty. Dominion represents that the Software will perform according to the software warranties set forth in Exhibit B (Software License Terms).
- 9.2. Third Party Products. The warranties in this Section 9 do not apply to any third party products. However, to the extent permitted by the manufacturers of third party products, Dominion shall pass through to Customer all warranties such manufacturers make to Dominion regarding the operation of third party products.

- 9.3. Dominion Hardware Warranty Terms. Dominion warrants that when used with the hardware and software configuration purchased through or approved by Dominion, each component of Dominion Hardware will be free of defects that would prevent the Dominion Hardware from operating in conformity in all material respects with its specifications as documented by Dominion. The Dominion Hardware warranty shall remain in effect until one year after Acceptance and through the extended warranty period as set forth on Exhibit A.
- 9.4. Dominion Hardware Warranty Services. If any Dominion Hardware component fails to operate in conformity with its specifications during the warranty period, Dominion shall provide a replacement for the Dominion Hardware component or, at Dominion's sole option, shall repair the Dominion Hardware component, so long as the Dominion Hardware is operated with its designated Dominion Software and with third party products approved by Dominion for use with the Dominion Hardware. The following conditions apply to the Dominion Hardware warranty:
- 9.4.1. Dominion shall perform one (1) on-site preventative maintenance inspection ("PM") per year on Dominion Hardware during the Term of this Agreement at a time mutually agreed to by the Parties. This on-site PM is expected to be scheduled at least ninety (90) days prior to the requested PM date. Dominion shall perform the annual PM and will replace any and all parts that fail due to normal use during the warranty period. In the event of a warranty claim outside of the scheduled PM, additional on-site service will be available at Dominion's then current time and material rates. There are no additional charges for parts covered by this warranty.
- 9.4.2. The following services are not covered by this Agreement, but may be available at Dominion's current time and material rates:
- 9.4.2.1. Replacement of consumable items including but not limited to batteries, paper rolls, ribbons, seals, smart cards, and removable memory devices, scanner rollers, disks, etc.;
- 9.4.2.2. Repair or replacement of Dominion Hardware damaged by of accident, disaster, theft, vandalism, neglect, abuse, or any improper usage;
- 9.4.2.3. Repair or replacement of Dominion Hardware modified by any person other than those authorized in writing by Dominion;
- 9.4.2.4. Repair or replacement of Dominion Hardware from which the serial numbers have been removed, defaced or changed.
- 9.5. System Compliance. Dominion represents that the System complies with all applicable State of California, including but not limited to, those voting system requirements as set forth in the California Elections Code and the Help America Vote Act of 2002, in effect as of the date the System was certified by the State of California, and as of the date of any subsequent State certifications. If the foregoing

representation is determined to be false, Dominion shall pay for the cost of any upgrade, retrofit or replacement of the System or its component parts determined to be necessary to certification or to otherwise make the System compliant. Notwithstanding the foregoing, if the failure of the System to comply with the foregoing representation was caused solely by Customer's violation of the terms of Exhibit B (Software License Terms and Conditions), Dominion will not be obligated to upgrade, retrofit or replace the System to make it compliant.

- 9.6. No Other Warranties. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT (INCLUDING THE EXHIBITS) DOMINION DISCLAIMS ALL OTHER WARRANTIES, AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

**10. Force Majeure.** Should any circumstances beyond the control of Dominion or Customer occur that delay or render impossible the performance of any obligation due under this Agreement, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension, or cancelled if performance has been rendered impossible thereby. Such events may include, without limitation: war; acts of terrorism; natural disasters; labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of both Dominion and Customer. Neither Party shall be liable under this Agreement for any loss or damage to the other Party due to such delay or performance failures. Notwithstanding the foregoing, both Parties shall use their commercially reasonable efforts to minimize the adverse consequences of any such circumstances.

**11. Indemnification.** To the fullest extent permitted by law, Dominion shall indemnify, defend, including with counsel reasonably acceptable to Customer, and hold harmless Customer, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents (collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, damage to or destruction of property, or loss of use or reduction in value thereof, infringement of intellectual property rights, breach of confidentiality, unauthorized use or disclosure of data, breach of statutory or regulatory law, or other breach of its specifically defined obligations under this Agreement by Dominion, its employees, Dominion's subcontractors at any tier, or any other party for which Dominion is legally liable under law, arising out of, pertaining to, or relating to the negligence, recklessness or willful misconduct of Dominion, excepting only such Claims to the extent a court of competent jurisdiction determines were caused by the negligence of an Indemnified Party. Dominion shall not be liable for Claims caused by the sole negligence or willful misconduct of an Indemnified Party.

**12. Limitation of Liability.** EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS AGREEMENT, DOMINION'S TOTAL AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION, LOSS, DAMAGE, COSTS OR EXPENSES CAUSED BY BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY OR ANY OTHER DUTY SHALL IN NO CIRCUMSTANCES EXCEED THE TOTAL DOLLAR AMOUNT OF THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF USE OR ANY OTHER INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, HOWSOEVER ARISING, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORT, EVEN IF THE PARTIES OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**13. Confidential Information.**

- 13.1. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations and each Party shall be given the ability to defend the confidentiality of its Confidential Information to the maximum extent allowable under the law prior to disclosure of such Confidential Information.
- 13.2. Subject to the requirements of the Customer's public record laws ("PRL"), neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court.
- 13.3. Any specific information that Dominion claims to be confidential must be clearly marked or identified as such by the Customer. To the extent consistent with PRL, Customer shall maintain the confidentiality of all such information marked by Dominion as confidential. If a request is made to view such Confidential Information, Customer will notify Dominion of such request and the date the information will be released to the requestor unless Dominion obtains a court order enjoining such disclosure. If Dominion fails to obtain such court order enjoining such disclosure, the Customer will release the requested information on the date specified. Such release shall be deemed to have been made with Dominion's consent and shall not be deemed to be a violation of law or this Agreement.

**14. Assignment.** Neither Party may assign its rights, obligations, or interests in this Agreement without the written consent of the other Party, providing however that Dominion may make a collateral pledge of the proceeds of this Agreement to a financial institution without prior consent of the Customer but with written notice to Customer.



## 15. Termination.

- 15.1 For Default. In the event either Party violates any provisions of this Agreement, the non-violating Party may serve written notice upon the violating Party identifying the violation and a providing a reasonable cure period. Except as otherwise noted herein, such cure period shall be at least thirty (30) days. In the event the violating Party has not remedied the described default at the end of the cure period, the non-violating Party may serve written notice upon the violating Party of termination, and seek legal remedies for breach of contract as allowed hereunder. If the breach identified in the notice cannot be completely cured within the specified time period, no default shall occur if the Party receiving the notice begins curative action within the specified time period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.
- 15.2 For Non-Appropriation of Funds. Customer is not obligated for payments hereunder for any future fiscal year unless or until the Customer appropriates funds for this Agreement in Customer's budget for that fiscal year. In the event that funds are not appropriated, then this Agreement may be terminated by the Customer as the end of the last fiscal year for which funds were appropriated. Termination of this Agreement by the Customer under this Section 15.2 shall not constitute a breach of this Agreement by the Customer. Customer shall notify Dominion in writing of such non-appropriation at the earliest possible date which, in any event, shall be prior to Dominion performing services during any fiscal year for which an appropriation has not been made. In the event Customer notifies Dominion that sufficient funds have not been appropriated, or if in fact sufficient funds have not been appropriated, to compensate Dominion in accordance with this Agreement, Dominion may suspend Dominion's performance and terminate all Dominion licenses under this Agreement. Suspension of performance and termination of all Dominion licenses by Dominion in accordance with this section 15.2 shall not constitute a breach of this Agreement by Dominion.
- 15.3 County may terminate this Agreement without cause by providing Dominion thirty (30) days written notice of termination. If County provides a notice of termination under Section 15.1 and it is later determined that Dominion was not in default or the default was cured within the time allowed, then the notice of termination shall be deemed to have been given without cause pursuant to this Section 15.3. In the event of termination pursuant to this Section 15.3, the Customer shall, subject to the provisions of Section 15.4 below, pay for any services or deliverables accepted by the Customer prior to the effective date of such termination.
- 15.4 If this Agreement is terminated under section 15.2 or 15.3 above, Dominion shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under section 15.2 or 15.3 above, Dominion shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of Dominion covered by this Agreement, less payments of compensation previously

made. In no event, however, shall Customer pay Dominion an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.

**16. Legality and Severability.** This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this Agreement is held to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any court reviewing this Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the parties as set forth herein to the fullest extent permitted by law.

**17. Survival.** The provisions of Sections 2, 9, 10, 11, 12, 13, 16, 18, and 19 shall survive the expiration or termination of this Agreement.

**18. Choice of Law.** Interpretation of this Agreement shall be governed by the laws of the State of California, and the courts of competent jurisdiction located in the State of California will have jurisdiction to hear and determine questions relating to this Agreement.

**19. Waiver.** Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provisions of this Agreement.

**20. Independent Contractor.** Dominion and its agents and employees are independent contractors performing professional services for the Customer and are not employees of the Customer. Dominion and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Customer vehicles, or any other benefits afforded to employees of the Customer as a result of this Agreement. Dominion acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

**21. Notices.** All notices required or permitted to be given hereunder shall be given in writing and shall be deemed to have been given when personally delivered or by nationally recognized overnight carrier or mailed, certified or registered mail, return receipt requested, addressed to the intended recipient as follows:

If to Dominion:

Dominion Voting Systems, Inc.  
Attn: Contracts Administrator  
1201 18<sup>th</sup> St., Ste. 210  
Denver, CO 80202

If to the Customer:

Contra Costa County Clerk & Recorder  
Attn: Joe Canciamilla, Clerk & Recorder  
555 Escobar St.  
Martinez, CA 94553

**22. Entire Agreement.** This Agreement and its Exhibits incorporated herein by reference constitute the entire agreement, understanding and representations between Dominion and the Customer, and supersede and replace all prior agreements, written or oral. No modifications of this Agreement shall be valid unless made in writing and signed by duly authorized representatives of both the Customer and Dominion, and incorporated as an Addendum hereto.

**23. Third-Party Beneficiary.** No person shall be a third-party beneficiary pursuant to this Agreement. No obligation of Dominion or Customer may be enforced against Dominion or Customer, as applicable, by any person not a party to this Agreement.

**The remainder of this page is intentionally left blank. Signature page follows.**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

**DOMINION VOTING SYSTEMS, INC.**

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

John Poulos  
\_\_\_\_\_  
PRINTED NAME

President and CEO  
\_\_\_\_\_  
TITLE

3/8/2018  
\_\_\_\_\_  
DATE

**CONTRA COSTA COUNTY**

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

Scott O. Konopasek  
\_\_\_\_\_  
PRINTED NAME

Assistant Registrar of Voters  
\_\_\_\_\_  
TITLE

March 16, 2018  
\_\_\_\_\_  
DATE

**EXHIBIT A**  
**VOTING SYSTEM AGREEMENT**  
**BY AND BETWEEN DOMINION VOTING SYSTEMS**  
**AND CONTRA COSTA COUNTY, CA**

**PRICING SUMMARY AND DELIVERABLES DESCRIPTION**

1. **Pricing Summary** - Prices of equipment, technical facilities, software, and other related services for voting, vote counting, and result processing.

Description	Quantity	Unit Price	Extended Price
<b>ImageCast Central Tabulator</b> Canon DR-G1130 high speed document scanner, OptiPlex 7440 All-in-One Series with pre-loaded software, ImageCast Central Software, Twain driver, ibutton driver, DR-G1130 driver, One (1) iButton Programmer and (1) iButton Key Switch & Cat5 RJ 45 Cables.	11	\$25,000	\$275,000
<b>ImageCast Evolution</b> Internal Battery, Internal Modem, Printer w/Paper roll, 2x Flash Memory Cards, 2x iButton	300	\$7,200	\$2,160,000
<b>ImageCast Evolution Ballot Box</b>	300	\$1,000	\$300,000
<b>ATI Accessibly Voting Kit (ICE)</b>	300	\$240	\$72,000
<b>ImageCast Evolution Tech Keys</b>	25	\$25	\$625
<b>ImageCast Evolution Memory Cards (8GB)</b>	700	\$100	\$70,000
<b>ImageCast X – BMD Accessible Units</b> 21 inch touchscreen tablet, ICX Firmware, Tablet, 5 voter activation cards, printer, cables, power cord	310	\$2,750	\$852,500
<b>ATI Accessibly Voting Kit (ICX)</b>	310	\$240	\$74,400
<b>ImageCast X Voter Activation Stations</b> Dell Laptop, ICX Activation software Smart Card Reader/Writer	310	\$1,200	\$372,000
<b>ImageCast X Pollworker Smartcards</b>	325	Included	Included
<b>ImageCast X Technician Smartcards</b>	30	Included	Included
<b>ImageCast X Transportation Bags</b>	310	\$125	\$38,750
<b>USB Flash Drive (8GB)</b>	25	\$17	\$425
<b>Mobile Ballot Printing (MBP) Kits</b> Dell Laptop, MBP software, Oki Data C712 printer, cables	2	\$5,800	\$11,600
<b>Election Management Software &amp; Hardware</b>			
Democracy Suite EMS Server Hardware Kit (22 clients)	2	\$17,000	\$34,000

Description	Quantity	Unit Price	Extended Price
Democracy Suite EMS Workstation	2	\$1,400	\$2,800
Democracy Suite Adjudication Hardware Kit	6	\$1,400	\$8,400
EMS Report Printer	2	\$125	\$250
Democracy Suite Standard Software	1	\$365,000	\$365,000
ImageCast Adjudication Application Software	1	\$75,000	\$75,000
Automated Test Deck Application Software	1	\$27,000	\$27,000
Mobile Ballot Printing Application Software	1	\$15,000	\$15,000
<b>Shipping</b>			<i>TBD</i>
<b>Voting System Storage Facility (3 Years)</b>	1	\$300,000	\$300,000
<b>Implementation and Training</b>			
Project Management, Implementation & Election Support	30	\$2,000	\$60,000
System Acceptance Testing Training	2	\$2,000	\$4,000
Democracy Suite Training	5	\$2,000	\$10,000
ICE Operator Training	1	\$2,000	\$2,000
ICX Operator Training	1	\$2,000	\$2,000
ICC and Adjudication Operator Training	2	\$2,000	\$4,000
Pollworker Train the Trainer	2	\$2,000	\$4,000
<b><i>SUBTOTAL</i></b>			\$5,140,750
<b><i>Discount</i></b>			(\$975,000)
<b>TOTAL EXTENDED PRICE</b>			<b>\$4,165,750</b>

#### ANNUAL SOFTWARE LICENSE

(Annual Software License Fee will be invoiced on January 1 of each Term year)

Year 2 - 2019	Quantity	Unit Price	Extended Price
Democracy Suite Software	1	\$73,000.00	\$73,000.00
ImageCast Adjudication Application	1	\$15,000.00	\$15,000.00
ImageCast Central Tabulator Software	1	\$23,000.00	\$23,000.00
Automated Test Deck Application Software	1	\$5,400.00	\$5,400.00
Mobile Ballot Printing Application Software	1	\$3,000.00	\$3,000.00
ImageCast Evolution Software	300	\$228.00	\$68,400.00
ImageCast X – BMD Software	310	\$150.00	\$46,500.00
<b>Total Annual Software License Fee</b>			<b>\$234,300.00</b>

<b>Year 3 - 2020</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
Democracy Suite Software	1	\$76,650.00	\$76,650.00
ImageCast Adjudication Application	1	\$15,750.00	\$15,750.00
ImageCast Central Tabulator Software	1	\$24,150.00	\$24,150.00
Automated Test Deck Application Software	1	\$5,670.00	\$5,670.00
Mobile Ballot Printing Application Software	1	\$3,150.00	\$3,150.00
ImageCast Evolution Software	300	\$239.40	\$71,820.00
ImageCast X – BMD Software	310	\$157.50	\$48,825.00
<b>Total Annual Software License Fee</b>			<b>\$246,015.00</b>

<b>Year 4 - 2021</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
Democracy Suite Software	1	\$80,482.50	\$80,482.50
ImageCast Adjudication Application	1	\$16,537.50	\$16,537.50
ImageCast Central Tabulator Software	1	\$25,357.50	\$25,357.50
Automated Test Deck Application Software	1	\$5,953.50	\$5,953.50
Mobile Ballot Printing Application Software	1	\$3,307.50	\$3,307.50
ImageCast Evolution Software	300	\$251.37	\$75,411.00
ImageCast X – BMD Software	310	\$165.38	\$51,266.25
<b>Total Annual Software License Fee</b>			<b>\$258,315.75</b>

<b>Year 5 - 2022</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
Democracy Suite Software	1	\$84,506.63	\$84,506.63
ImageCast Adjudication Application	1	\$17,364.38	\$17,364.38
ImageCast Central Tabulator Software	1	\$26,625.38	\$26,625.38
Automated Test Deck Application Software	1	\$6,251.18	\$6,251.18
Mobile Ballot Printing Application Software	1	\$3,472.88	\$3,472.88
ImageCast Evolution Software	300	\$263.94	\$79,181.55
ImageCast X – BMD Software	310	\$173.64	\$53,829.56
<b>Total Annual Software License Fee</b>			<b>\$271,231.56</b>

<b>Year 6 - 2023</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
Democracy Suite Software	1	\$88,731.96	\$88,731.96
ImageCast Adjudication Application	1	\$18,232.59	\$18,232.59
ImageCast Central Tabulator Software	1	\$27,956.64	\$27,956.64
Automated Test Deck Application Software	1	\$6,563.73	\$6,563.73
Mobile Ballot Printing Application Software	1	\$3,646.52	\$3,646.52
ImageCast Evolution Software	300	\$277.14	\$83,140.63
ImageCast X – BMD Software	310	\$182.33	\$56,521.04
<b>Total Annual Software License Fee</b>			<b>\$284,793.11</b>

**ANNUAL HARDWARE WARRANTY**

(Annual Hardware Warranty Fee will be invoiced on January 1 of each Term year)

Year 2 - 2019	Quantity	Unit Price	Extended Price
ImageCast Central Tabulator Warranty	1	\$ 14,500.00	\$ 14,500.00
ImageCast Evolution Warranty	300	\$ 235.00	\$ 70,500.00
ImageCast X – BMD Warranty	310	\$ 155.00	\$ 48,050.00
<b>Total Annual Hardware Warranty Fee</b>			<b>\$133,050.00</b>

Year 3 - 2020	Quantity	Unit Price	Extended Price
ImageCast Central Tabulator Warranty	1	\$15,225.00	\$ 15,225.00
ImageCast Evolution Warranty	300	\$246.75	\$ 74,025.00
ImageCast X – BMD Warranty	310	\$162.75	\$ 50,452.50
<b>Total Annual Hardware Warranty Fee</b>			<b>\$139,702.50</b>

Year 4 - 2021	Quantity	Unit Price	Extended Price
ImageCast Central Tabulator Warranty	1	\$ 15,986.25	\$ 15,986.25
ImageCast Evolution Warranty	300	\$ 259.09	\$ 77,726.25
ImageCast X – BMD Warranty	310	\$ 170.89	\$ 52,975.13
<b>Total Annual Hardware Warranty Fee</b>			<b>\$146,687.63</b>

Year 5 - 2022	Quantity	Unit Price	Extended Price
ImageCast Central Tabulator Warranty	1	\$ 16,785.56	\$ 16,785.56
ImageCast Evolution Warranty	300	\$ 272.04	\$ 81,612.56
ImageCast X – BMD Warranty	310	\$ 179.43	\$ 55,623.88
<b>Total Annual Hardware Warranty Fee</b>			<b>\$154,022.00</b>

Year 6 - 2023	Quantity	Unit Price	Extended Price
ImageCast Central Tabulator Warranty	1	\$17,624.84	\$ 17,624.84
ImageCast Evolution Warranty	300	\$285.64	\$ 85,693.19
ImageCast X – BMD Warranty	310	\$188.40	\$ 58,405.08
<b>Total Annual Hardware Warranty Fee</b>			<b>\$161,723.11</b>

2. **Payment Schedule** - Dominion shall provide invoices to the Customer as described below. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. Payments specified in this Exhibit are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which taxes shall be paid by the Customer. The estimated California tax for 2018 equals \$330,730. The estimate California tax for each annual payment equals \$32,145.



ID	Payment Invoice Date	Payment Amount
1	Completion of System Acceptance	\$4,165,750
2	Shipping	TBD

3. **Detailed Deliverables Description.** Dominion shall provide the following hardware, software, training, and support. Capitalized terms used in this Exhibit A and not defined herein have the meaning given in the Agreement to which this Exhibit A is attached.

- 3.1 **ImageCast® Central Scanner (ICC).** Dominion shall provide the ImageCast® Central Scanner for use by The Customer. The ImageCast® Central Scanner is a commercial off-the-shelf digital scanner configured to work with the ImageCast® Central Software for high speed ballot tabulation. Each ImageCast® Central Scanner includes the following components:

- 3.1.1 Canon DR-G1130 high speed document scanner
- 3.1.2 ImageCast® Central Software including third party Twain software
- 3.1.3 OptiPlex 7440 All-in-One Series with pre-loaded software
- 3.1.4 iButton Security Key
- 3.1.5 iButton Programmer and iButton Key Switch & Cat5 RJ 45 Cables used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.

- 3.2 **ImageCast® Evolution (ICE) Scanner and Tabulator (Hardware and Software)** is a precinct-level all in one, digital scanner, ballot marker, and accessible voting tabulator. Each ImageCast® (ICE) provided to the Customer shall consist of the following items:

- 3.2.1 Two (2) optical imaging heads for creating a duplex scanned image of each side of the ballot. Ballots can be fed in all four (4) orientations.
- 3.2.2 Two (2) Compact Flash 8GB memory cards.
- 3.2.3 An integrated 19" diagonal full color LCD with built-in touch screen.
- 3.2.4 An internal thermal printer and one (1) paper roll for generating reports.
- 3.2.5 An integrated inkjet printer for producing marked paper ballot during the accessible voter sessions.
- 3.2.6 Two (2) administrative security key (iButton) used with an integrated receptacle (physically attached to the top of the unit and electrically connected to the motherboard) used for a variety of verification and security tasks such control, data confidentiality and integrity functions.
- 3.2.7 A motorized paper feed mechanism for detecting and moving the ballot within the scanner. Ballots used with the ImageCast® must be 8.5" wide by a variable length (11", 14", 17", 18", 19", 20 and 22"). The paper feed mechanism is physically capable of moving the ballot forward into the machine, across image sensors, enabling complete image capture of both sides of the ballot.

- 3.2.8 An internal battery which is rated to provide a minimum of two (2) hours of normal use in the absence of AC power.
- 3.2.9 Audit functionality, known as the AuditMark®. For each ballot that is scanned, interpreted and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below. These images can be used to audit the unit's interpretation of each individual ballot.
- The top portion of the image contains a scanned image of the ballot.
  - The bottom portion consists of a machine-generated type-out showing each mark that the unit interpreted for that particular ballot. This is referred to as an AuditMark®.
- 3.2.10 The ImageCast Evolution is equipped with an integrated voting feature for voters needing additional assistance. It uses a single ballot path which does not require the voter to have to go to an additional unit to cast the vote. The ImageCast Evolution features several accessible voting interfaces that allow voters with various disabilities to effectively vote, review and cast a paper ballot in a private and independent manner. The ImageCast Evolution offers the following user interfaces - touch screen interface for visual ballot review and ballot casting, accessible ballot marking interface (both audio and visual), assistive input devices for accessible ballot navigation and voting, including an ATI (Audio-Tactile Interface).
- 3.3 **ICE Molded Plastic Ballot Box.** A textured molded plastic ballot box per ImageCast Evolution unit. Ballot Box is made of a three (3) compartments, custom designed for use with the ImageCast Evolution.
- 3.4 **ImageCast® X ("ICX") Application** ImageCast X - BMD is a touchscreen in-person voting device and ballot marking device. Voting sessions are initiated on the tablet by either a smart card or the entry of a numeric code based on activation. The ballot is loaded directly onto the standalone device. All voting activity is performed at the tablet, including accessible voting. Accessible voting interfaces connect to the tablet via an Audio Tactile Interface or ATI. For all modes of voting, after the voter reviews the ballot selections, a paper ballot is created for the voter from a printer in the voting booth. The printed ballot contains a written summary of the voter's choices, as well as a 2D barcode which is read by Dominion's ImageCast Evolution or Central tabulator. No votes are stored on the ImageCast X-BMD unit. All votes are tabulated and stored on the ImageCast Central or ImageCast Evolution.
- 3.5 **ATI Accessible Voting Kit.** ATI is included with the ImageCast product line. The ATI connects to the ImageCast Evolution (using CAT5 cables) or ImageCast X (using USB) via the port located on the units. A set of headphones (also included) connects directly to the ATI controller.
- 3.6 **Mobile Ballot Printing** is an application used to search, preview and print ballots via a local printer device. The application makes use of ballot information and PDFs produced by the Election Event Designer application and information provided through the customer voter registration system.

3.7 **Democracy Suite EMS** is an Election Management System (EMS) that supports all ImageCast voting channels from a single comprehensive database. The Democracy Suite EMS consists of the following components:

3.7.1 Election Event Designer (EED). The EED Client Application is the primary application used for the definition and management of election event. EED is responsible for the definition of election projects. Each election project is represented as an instance of the election domain database with associated set of election project file based artifacts. The definition of the election project can be initiated by importing the election data through the Election Data Translator (EDT) module from external systems or by defining election project entities without importing external data. It is important to note that an election project initiated through EDT can be further modified within the EED Client Application. The system can generate two types of paper ballots:

- Proofing ballots – ballots produced to allow election officials the ability to proof ballot content and styling. These ballots cannot be processed by the ImageCast® as they don't have proper ballot barcodes. These ballots are overprinted with the text "Proofing Ballots – date/time"
- Official ballots – represent production ready, press ready ballots in PDF format with barcodes and without any overprinting.

3.7.2 Results Tally and Reporting (RTR). The RTR Client Application is the application used for the tally, reporting and publishing of election results.

3.7.3 Adjudication. Multi-client and server application used to review and adjudicate ImageCast® ballot images. The application uses tabulator results files and scanned images to allow election administrators to electronically adjudicate ballots requiring review based on exception criteria. Exceptions include overvotes, undervotes, blank contests, blank ballots, write-in selections, and marginal marks. After a ballot is adjudicated, the ballot image is appended with a record of that decision including the user's name, action taken by the user, and date and time of the action. This adjudication AuditMark is appended to the ballot image under the original AuditMark, which was manifested during tabulation.

3.7.4 Audio Studio. The system uses Cepstral, a third-party text-to-audio synthesizer, to automatically generate audio ballots for the ImageCast X Ballot Marking Device. The County also has the option to import human-recorded audio, with or without the use of Audio Studio. Pronunciation may be modified using the Cepstral's Swifttalker application. The system outputs audio ballots (PNG images, SPX audio files and XML definition files), definition reports (XML, Excel or HTML files), and election definition files required to program the ImageCast X.

3.7.5 Automated Test Deck (ATD). ATD is an application used to create test decks for running Pre-Logic and Accuracy Test with marking pattern requirements. The application can be used to access the election database and produce a set of print-ready PDFs and results tables for testing.

- 3.8 ***Implementation Services and Training.*** Dominion will provide the following training as described herein.
- 3.8.1 Project Management Support. Dominion will provide Project management support to oversee the general operations of the Project through the Agreement Term. The Project manager is responsible for arranging all meetings, visits and consultations between the parties and for all administrative matters such as invoices, payments and amendments. The Parties shall develop and finalize a Project implementation plan including a training and delivery schedule. The Parties agree that during the course of the implementation, changes to the Project schedule may be required. Any changes to the Project schedule must be mutually agreed to by both Parties and such agreement shall not be unreasonably withheld.
- 3.8.2 System Acceptance Testing Support. Dominion will provide direct onsite training and support during the System Acceptance Testing period
- 3.8.3 ImageCast® Evolution – This training introduces the ImageCast® Evolution system with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, Election Day setup and operation, and troubleshooting.
- 3.8.4 ImageCast® X – This training introduces the ImageCast® X system with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, Election Day setup and operation, and troubleshooting.
- 3.8.5 ImageCast® ICC – This training introduces the ImageCast® ICC with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, ballot scanning operation, and troubleshooting.
- 3.8.6 EMS Server Installation, Configuration & Testing. Dominion will provide a minimum total of one (1) day of direct onsite support for EMS Server installation, configuration & testing.
- 3.8.7 Democracy Suite® EMS System – This training covers the configuration of the Democracy Suite® EMS System along with defining an election project. Topics include importing jurisdictional information, ballot layout, ballot proofing and printing, election file creation (tablet, ICE, ICC, and mobile ballot printing), automated test deck creation, loading elections, tallying results (including adjudication tally), and generating reports.
- 3.8.8 Pollworker Train the Trainer – This provides training to the Customer staff on operations of a polling location including the ImageCast® X, ICX Card activation, testing and troubleshooting.
- 3.8.9 On-Site Election Day Support. Dominion will provide three (3) days (inclusive of travel) of direct onsite election support for two (2) elections.

- 3.9 ***Travel and Expenses included.*** All costs of Dominion transportation, lodging and meal expenses incurred during the Agreement Term are included in the fees set forth in this Exhibit A.
- 3.10 ***Ongoing telephone support.*** Dominion shall provide telephone support for Customers during the Term of the Agreement at no additional costs.
- 3.11 ***Other Services, Consumables or Equipment.*** Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the Customer at the then current Dominion list price.

#### **4. County Central Scanner Options**

- 4.1 Dominion has submitted the InterScan Hi-Pro Scanner ("Hi-Pro") for certification with the California Secretary of State's office and Dominion has completed functional testing of this scanner. In the event the Hi-Pro is certified prior to the installation of the eleven (11) Canon G1130 scanners as described herein, the County has an option to implement one (1) Hi-Pro and five (5) Canon G1130 scanners instead of installing the eleven (11) Canon G1130 scanners. The Customer, at its sole discretion, shall make the decision on the central scanners no later than thirty (30) days after the date of State certification of the scanners. Should the Customer choose to initially implement the eleven (11) Canon G1130 scanners, the Customer shall have the option to exchange six (6) Canon G1130 scanners for one (1) Hi-Pro within one year of the Agreement Effective Date, at no additional cost.
- 4.2 At the County's option, Dominion shall seek administrative approval at no additional cost to the County from the California Secretary of State's office for quarterly Microsoft security patch updates and E-Filing election results to the California Secretary of State's office.

## EXHIBIT B

### SOFTWARE LICENSE TERMS AND CONDITIONS

This Exhibit B is part of the Agreement between Dominion and Customer to which it is attached.

**1. Definitions.** Capitalized terms used herein have the meaning given in the Agreement unless otherwise defined herein.

1.1. "Agreement" means the agreement between the Parties for the use of the licensed Software to which this Exhibit B is attached and incorporated into.

1.2. "Licensee" means Customer, as the term is defined in the Agreement.

1.3. "Licensor" means Dominion Voting Systems, Inc.

1.4. "Software" means Dominion Software, as the term is defined in the Agreement.

1.5. "Specifications" means descriptions and data regarding the features, functions and performance of the Software, as set forth in user manuals or other applicable documentation provided by Licensor.

1.6. "Third-Party Products" means any software or hardware obtained from third-party manufacturers or distributors and provided by Licensor hereunder.

#### **2. License Terms.**

2.1. License Limitations. Licensee's use of the Software pursuant to the License granted in the Agreement is subject to the terms herein. Licensee may only use the Software for its own internal business purposes and conducting elections and solely in conjunction with the EMS Hardware. The License shall only be effective during the Term and cannot be transferred or sublicensed.

2.2. Print Copyright License. Subject to the Print Copyright License terms and conditions as defined in Schedule A attached hereto, Licensor grants to Licensee a non-exclusive, non-transferable print copyright license as defined in Schedule A.

2.3. Third-Party Products. When applicable, Licensor hereby sublicenses any software that constitutes or is contained in Third-Party Products, in object code form only, to Licensee for use during the Term.

2.4. No Other Licenses. Other than as expressly set forth herein, (a) Licensor grants no licenses, expressly or by implication, and (b) Licensor's entering into the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party. Licensee agrees not to use the Software as a service bureau for elections outside the Licensee's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of the Software. The Licensee shall have no power to transfer or grant sub-licenses for the Software. Any use of all or any portion of the Software not expressly permitted is strictly prohibited.

2.5. Intellectual Property Infringement Indemnification. If a third party claims that the Software or System infringes any United States patent, copyright, trade secret or similar

intellectual property right, Dominion shall defend Licensee against such claim at Dominion's expense and pay all damages that a court finally awards against Licensee. If such a claim is made or appears possible, Dominion shall, within sixty (60) days of such claim, and at its option: (a) secure for Licensee the right to continue to use the infringing portion of the Software or System; or (b) modify or replace the Software and System so that it is non-infringing but retains equivalent functionality. If neither of the foregoing options is reasonably available, Dominion shall require Licensee to return the Software or System, and Dominion shall refund Licensee amounts calculated pursuant to Section 15.4 of the Agreement. The foregoing notwithstanding, Dominion shall have no obligation to indemnify Licensee for any infringement claim based on Licensee's modification or misuse of the Software, if the claim would have been avoided had the Software not been modified or misused.

**3. Payment.** In consideration of the grant of the license, the Licensee shall pay the license fees set forth in the Agreement and Exhibit A of the Agreement.

**4. Upgrades and Certification.** During the Term, Licensors may provide upgrades to Licensee under the following terms and conditions.

4.1. Upgrades. In the event that Licensors, at its sole discretion, certifies a Software upgrade under the applicable laws and regulations of the State of California, Licensors shall make the certified Software upgrade available to the Licensee at no additional cost.

4.2. Certification Requirement. Notwithstanding any other terms of this Agreement, Licensors shall not provide, and shall not be obligated to provide under this Agreement any upgrade, enhancement or other software update that has not been certified under the applicable provisions of the election laws and regulations of the State of California.

**5. Prohibited Acts.** The Licensee shall not, without the prior written permission of Licensors:

5.1. Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;

5.2. Reverse engineer, disassemble, decompile, decipher or analyze the Software in whole or in part;

5.3. Alter or modify the Software in any way or prepare any derivative works of the Software or any part of parts of the Software;

5.4. Alter, remove or obstruct any copyright or proprietary notices from the Software, or fail to reproduce the same on any lawful copies of the Software.

**6. Return of Software.** Upon termination or expiration of this Agreement, Licensee shall forthwith return to Licensors all Software in its possession or control, or destroy all such Software from any electronic media, and certify in writing to Licensors that it has been destroyed.

**7. Warranties.** The following warranties will apply to all Software during the Term.

**7.1. Software Warranty Terms.** Licensor warrants that the Software will function substantially in accordance with the Specifications during the Term. The Licensor also warrants that the Software shall comply with the State of California certification requirements and election laws (collectively the "Requirements") in effect as of the date the Software is certified by the State of California. This provision applies to the initially installed Software as well as any subsequent upgrades pursuant to Section 3 herein. However, the Licensor will not be required to make modifications to the Software or System as a result of changes in the Requirements. The foregoing warranty will be void in the event of the Software (i) having been modified by any party other than Licensor or (ii) having been used by the Licensee for purposes other than those for which the Software was designed by Licensor. If Licensor establishes that a failure of the foregoing warranty that is reported by Licensee is not covered by the foregoing warranty, the Licensee shall be responsible for the costs of Licensor's investigative and remedial work at Licensor's then current rates.

**7.2. Corrections.** If the Licensee believes that the Software is not functioning substantially in accordance with the Specifications or Requirements, the Licensee shall provide Licensor with written notice of the material failure within thirty (30) days of discovering the material failure, provided that the Licensee can reproduce the material failure to Licensor. The Licensor shall correct the deficiencies, at no additional cost to the Licensee and incorporate such corrections into the next version certified by the State of California.

**7.3 Third-Party Products.** The warranties herein do not apply to any Third-Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Licensor shall pass through to Licensee all warranties such manufacturers make to Licensor regarding the operation of such Third-Party Products.

**7.4. NO OTHER WARRANTIES.** EXCEPT AS SET FORTH IN THE AGREEMENT AND HEREIN, LICENSOR DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.



## SCHEDULE A

### PRINT COPYRIGHT LICENSE TERMS AND CONDITIONS

1. **Definitions.** For the purposes of this Agreement, the following are defined terms:
  - 1.1. "Derivative Works" means any work that is based upon or derived from the Licensor's voting systems' ballots, including without limitation, sample ballots and voting booklets.
  - 1.2. "Voting Systems' Ballots" means any ballot created for use with any voting system owned or licensed by the Licensor.
2. **Print Copyright License and Use.**
  - 2.1. Copyright License Grant. Licensor grants to the Licensee a non-exclusive, non-transferable copyright license to print, reproduce, distribute or otherwise copy the Licensor's Voting Systems' Ballots and any Derivative Works (collectively the "Materials") pursuant to the terms and conditions of this Schedule A.
  - 2.2. Copyright License Use. Other than as expressly set forth herein, (a) Licensor grants no other licenses, expressly or by implication, and (b) Licensor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party, (c) the copyright license granted herein cannot be transferred or sublicensed and the Voting Systems' Ballots or Derivative Works cannot be reproduced by any third party without the prior written consent of the Licensor, including without limitation:
    - (i) any commercial or non-commercial printer
    - (ii) any third party vendor using ballot on demand system.
  - 2.3. Rights and Interests. All right, title and interest in the Material, including without limitation, any copyright, shall remain with the Licensor.
3. **No Copyright Warranties.** EXCEPT AS SET FORTH HEREIN, LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.