

Assessor's Parcel Number: N/A

Date: DECEMBER 8, 2017

Recording Requested By:

Name: KATHY LEWIS, CLERK-TREASURER

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



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KAREN ELLISON, RECORDER

AGREEMENT #2017.233
(Title of Document)

VOTING SYSTEM AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND DOUGLAS COUNTY, NV

DOUGLAS COUNTY
CLERK
DEPUTY

This Agreement, dated this 30th day of October, 2017, (the "Effective Date"), for a voting system, licenses and related services is made by and between Douglas County, Nevada, a political subdivision of the State of Nevada ("Customer") and Dominion Voting Systems, Inc., a corporation organized under the laws of the State of Delaware and licensed to do business in the State of Nevada, per Nevada Business License Number NV20101520492 ("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 pursuant to its authority under Nevada Revised Statutes (NRS) Chapter 244 and its obligations under NRS Chapters 293 and 293B desires to purchase a State of Nevada certified voting hardware and software system, licenses and related professional services which are not subject to competitive bidding per NRS 332.115 ; and

WHEREAS, Dominion designs, manufactures, sells, licenses, and provides ongoing hardware and software solutions for 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 sell, license and furnish the System (as defined herein) to the Customer:

1. **Composition of Agreement.** Exhibits A and B are attached and incorporated herein by reference and form a part of this Agreement (the "Agreement"). This Agreement consists of the general terms and conditions contained in the following sections, together with the listed Exhibits:

- 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 developed and agreed to by the parties, or the occurrence of other events defined in Section 8.
- 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") maintains 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[®] system hardware as more specifically described in Exhibit A.
 - 2.4. "Dominion Software" means software and firmware programs licensed to the Customer by Dominion 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. "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, 2025, unless sooner terminated or extended as provided herein. Subject to possible annual price increases, the licenses or warranties authorized by this Agreement may extend beyond the Term of this Agreement, according to the terms and conditions of such License or warranty.
 4. **Dominion's Responsibilities.** Dominion shall:
 - 4.1. Deliver the System and installation plan services as described in Exhibit A (Project Configuration and Pricing Summary).
 - 4.2. Assign a Dominion project manager ("Dominion Project Manager") to oversee the general operations of the project. The Dominion Project Manager will be the primary contact for all project needs. The Dominion Project Manager will be 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.

- 4.3. Provide the Customer with a Dominion Software Use License as described in Exhibit B (Software License Agreement).
- 4.4. Provide the Customer with one (1) reproducible electronic copy of the user documentation.
- 4.5. Provide the Customer with the information and assistance to permit the Customer's third party ePollbook vendor the ability to write ICX election information onto smart cards. UNDER NO CIRCUMSTANCE WILL DOMINION BE LIABLE FOR ANY ACTIONS OR OMISSIONS OF THE CUSTOMER OR THIRD PARTY ePOLLBOOK VENDOR RELATED TO SMART CARD ACTIVATION. DOMINION DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY RELATED TO SMART CARD ACTIVATION.
- 4.6. Assist in the Acceptance Testing process as required by Section 8 herein.
- 4.7. Provide invoices to Customer upon Acceptance of items listed in Exhibit A and pursuant to the payment schedule described in Section 5.1 herein.

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. Payments specified in this Section 5 are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which taxes shall be reimbursed by the Customer. If the Customer is exempt from taxes, Customer shall supply Dominion a tax exemption certificate or other similar in a form demonstrating its exempt status upon request. While the Customer is responsible for all payments, the Customer anticipates that the State of Nevada will subsidize or pay in full, all amounts for Election Support, and annual Software Licenses and Warranties.
- 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 provide the services described in this Agreement. All such access and entry shall be provided at Customer's expense.

5.5 If 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 ten (10) 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, Excluding All Software. Title to the System, or any portion thereof, excluding software and firmware, will pass to Customer upon delivery.

6.2. Software. Software, including firmware, 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. Upon mutual execution of this Agreement, Dominion grants to the Customer, and the Customer accepts a non-exclusive, non-transferable, license ("License") to use the Dominion Software subject to the terms and conditions of this Agreement and the 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 updated, from time to time, by Dominion. Such Acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than ten (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 updated, from time to time, by Dominion. 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 Dominion provided 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 the 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. The Dominion Software warranty is subject to the terms and conditions of Exhibit B - the Software License Terms.
- 9.2. Third Party Products. The warranties in this Sections 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 and provide written notification to the Customer of 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.

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. Customer shall bear the shipping costs to return the malfunctioning component of Dominion Hardware to Dominion, and Dominion shall bear the costs for standard shipping of the repaired or replaced component of Dominion Hardware to Customer.

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 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. No Other Warranties. 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, accidents; 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 best efforts to minimize the adverse consequences of any such circumstances. This Section shall not operate to excuse any Party from paying amounts that are owed pursuant to this Agreement.

11. Indemnification. Dominion, at its sole expense, will indemnify and defend the Customer, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney's fees and awarded damages) arising out of a claim, suit or action based on the negligent performance of this Agreement, willful misconduct by Dominion's agents or employees, or that the System infringes, violates, or misappropriates a Third Party's patent, copyright, trademark, trade secret or other intellectual property or proprietary rights.

12. Limitation of Liability. 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 THE 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 by the other Party 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 assign 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 infraction 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. The Customer shall not be 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.

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 Nevada, and the courts of competent jurisdiction located in the County of Douglas, State of Nevada 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. By explicit agreement of the Parties, the provisions of NRS 333.700 are hereby incorporated and apply to this Agreement. 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 18th St., Ste. 210
Denver, CO 80202

If to the Customer:

Douglas County Clerk/Treasurer
Attn: County Clerk/Treasurer
P.O. Box 3000
Minden, NV 89423

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 or representations to the 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.

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

25. Authority. The Parties represent and warrant that they have the authority to enter into this agreement.

26. Standard of Care. Dominion 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 Dominion's profession currently practicing in the same state under similar conditions.

27. Waiver of Lien. Dominion understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.

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

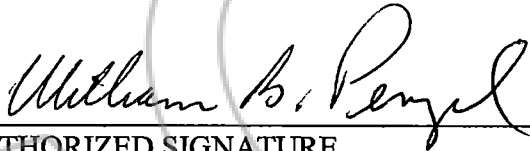
President & CEO

TITLE

10/30/2017

DATE

DOUGLAS COUNTY, NV



AUTHORIZED SIGNATURE

William B. Penzel

PRINTED NAME

Chairman of the Douglas County Board of Commissioners

TITLE

12/7/17

DATE

EXHIBIT A
VOTING SYSTEM AGREEMENT
BY AND BETWEEN DOMINION VOTING AND DOUGLAS COUNTY, NV

PRICING SUMMARY AND DELIVERABLES DESCRIPTION

1. **System Pricing Summary** - Prices of equipment, technical facilities, software, and other related services for voting, vote counting, and result processing. All pricing in U.S. Dollars.

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
ImageCast System			
ImageCast ICC – G1130 Scanner	1	\$18,500	\$18,500
ImageCast ICC – M160 Scanner	1	\$3,500	\$3,500
ImageCast X with VVPAT printer	139	\$2,700	\$375,300
ImageCast X with VVPAT printer and ATI	8	\$3,050	\$24,400
Sub Total			\$421,700
Software and Licensing			
Democracy Suite Light Initial License Fee	1	\$10,500	\$10,500
Adjudication	1	\$2,500	\$2,500
Sub-Total:			\$13,000
System Hardware			
EMS Infrastructure Upgrade	1	\$5,000	\$5,000
Adjudication Workstation	1	\$2,500	\$2,500
Sub-Total:			\$7,500
Training, Implementation and Year 1 Election Services			
Training and Implementation	1	\$12,000	\$12,000
Onsite Election Support – 2 Elections	2	\$4,500	\$9,000
Election Setup – 2 Elections	2	\$11,000	\$22,000
Sub-Total:			\$43,000
Accessories			
Corrugated Privacy Screen	147	\$15	\$2,205
ICX Bags – Single	10	\$75	\$750
ICX Bags – Ten	18	\$210	\$3,780
Dual Bay Battery Charger	30	\$165	\$4,950
Backup Battery	30	\$168	\$5,040
USB	55	\$17	\$935
ICX Smart Card Reader/Writer	32	\$22	\$704
VVPAT Paper Roll	147	\$4	\$588
VVPAT Printer	20	\$850	\$17,000
Sub-Total:			\$35,952
Estimated Shipping			\$3,675
Subtotal:			\$524,827
Discount:			(\$50,024)
TOTAL			\$474,803

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 reimbursed by the Customer.

ID	Payment Invoice Date	Payment Amount
1	State Certification of the Deliverables or Agreement Signing, whichever occurs later	\$249,527
2	Completion of System Acceptance	\$225,276

3. **Election Services, Annual License and Warranty Fees**

3.1 Election Setup Services

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
Election Setup (2020)	2	\$11,000	\$22,000
Election Setup (2022)	2	\$11,000	\$22,000
Election Setup (2024)	2	\$11,000	\$22,000

3.2 Annual Software License Fees

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
Annual Software License Fee – 2019			
Democracy Suite, including Adjudication	1	\$4,500.00	\$4,500.00
ICC Application (G1130)	1	\$2,575.00	\$2,575.00
ICX with VVPAT printer	139	\$95.00	\$13,205.00
ICX with VVPAT printer and ATI	8	\$95.00	\$760.00
ICC Application (M160)	1	\$0	\$0
Annual Software License Fee – 2020			
Democracy Suite, including Adjudication	1	\$4,725.00	\$4,725.00
ICC Application (G1130)	1	\$2,703.75	\$2,703.75
ICX with VVPAT printer	139	\$99.75	\$13,865.25
ICX with VVPAT printer and ATI	8	\$99.75	\$798.00
ICC Application (M160)	1	\$0	\$0
Annual Software License Fee – 2021			
Democracy Suite, including Adjudication	1	\$4,961.25	\$4,961.25
ICC Application (G1130)	1	\$2,838.94	\$2,838.94
ICX with VVPAT printer	139	\$104.74	\$14,558.51
ICX with VVPAT printer and ATI	8	\$104.74	\$837.90
ICC Application (M160)	1	\$0	\$0

Annual Software License Fee – 2022			
Democracy Suite, including Adjudication	1	\$5,209.31	\$5,209.31
ICC Application (G1130)	1	\$2,980.88	\$2,980.88
ICX with VVPAT printer	139	\$109.97	\$15,286.44
ICX with VVPAT printer and ATI	8	\$109.97	\$879.80
ICC Application (M160)	1	\$0	\$0
Annual Software License Fee – 2023			
Democracy Suite, including Adjudication	1	\$5,469.78	\$5,469.78
ICC Application (G1130)	1	\$3,129.93	\$3,129.93
ICX with VVPAT printer	139	\$115.47	\$16,050.76
ICX with VVPAT printer and ATI	8	\$115.47	\$923.78
ICC Application (M160)	1	\$0	\$0
Annual Software License Fee – 2024			
Democracy Suite, including Adjudication	1	\$5,743.27	\$5,743.27
ICC Application (G1130)	1	\$3,286.43	\$3,286.43
ICX with VVPAT printer	139	\$121.25	\$16,853.30
ICX with VVPAT printer and ATI	8	\$121.25	\$969.97
ICC Application (M160)	1	\$0	\$0
Annual Software License Fee - 2025			
Democracy Suite, including Adjudication	1	\$6,030.43	\$6,030.43
ICC Application (G1130)	1	\$3,450.75	\$3,450.75
ICX with VVPAT printer	139	\$127.31	\$17,695.96
ICX with VVPAT printer and ATI	8	\$127.31	\$1,018.47
ICC Application (M160)	1	\$0	\$0

3.3 Annual Warranty Fees

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
Annual Warranty Fee – 2019			
ICC – G1130	1	\$ 2,575.00	\$ 2,575.00
ICX with VVPAT printer	139	\$ 95.00	\$ 13,205.00
ICX with VVPAT printer and ATI	8	\$ 95.00	\$ 760.00
Annual Warranty Fee – 2020			
ICC – G1130	1	\$ 2,703.75	\$ 2,703.75
ICX with VVPAT printer	139	\$ 99.75	\$ 13,865.25
ICX with VVPAT printer and ATI	8	\$ 99.75	\$ 798.00
Annual Warranty Fee – 2021			
ICC – G1130	1	\$2,838.94	\$ 2,838.94
ICX with VVPAT printer	139	\$104.74	\$ 14,558.51
ICX with VVPAT printer and ATI	8	\$104.74	\$ 837.90
Annual Warranty Fee – 2022			
ICC – G1130	1	\$2,980.88	\$ 2,980.88
ICX with VVPAT printer	139	\$109.97	\$ 15,286.44
ICX with VVPAT printer and ATI	8	\$109.97	\$ 879.80
Annual Warranty Fee – 2023			
ICC – G1130	1	\$3,129.93	\$ 3,129.93
ICX with VVPAT printer	139	\$115.47	\$ 16,050.76
ICX with VVPAT printer and ATI	8	\$115.47	\$ 923.78
Annual Warranty Fee – 2024			
ICC – G1130	1	\$3,286.43	\$ 3,286.43
ICX with VVPAT printer	139	\$121.25	\$ 16,853.30
ICX with VVPAT printer and ATI	8	\$121.25	\$ 969.97
Annual Warranty Fee – 2025			
ICC – G1130	1	\$3,450.75	\$ 3,450.75
ICX with VVPAT printer	139	\$127.31	\$ 17,695.96
ICX with VVPAT printer and ATI	8	\$127.31	\$ 1,018.47

4. Detailed Descriptions

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

4.1.1 Canon DR-G1130 high speed document scanner

- 4.1.2 ImageCast® Central Software including third party Twain software
- 4.1.3 OptiPlex 7440 All-in-One Series with pre-loaded software
- 4.1.4 iButton Security Key
- 4.1.5 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.
- 4.2 **ImageCast® Central Scanner (ICC) – Standard Speed.** Dominion shall provide the ImageCast® Central Scanner for use by The Customer. The ImageCast® Central Scanner is commercial off-the-shelf digital scanners configured to work with the ImageCast® Central Software for standard speed ballot tabulation. Each ImageCast® Central Scanner includes the following components:
- 4.2.1 Canon Model DR-M160 standard speed document scanner
- 4.2.2 ImageCast® Central Software including third party Kofax VRS 4.5 software
- 4.2.3 OptiPlex 7440 All-in-One Series with pre-loaded software
- 4.2.4 iButton Security Key
- 4.2.5 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.
- 4.3 **ImageCast® Software.** The Parties will enter into software licenses for the ImageCast software, substantially in the form of Exhibit B to this Agreement. The Dominion software includes, without limitation:
- 4.3.1 AuditMark®. For each ballot that is scanned and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below.
- 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®.
- 2.1 **ImageCast® X (“ICX”) Application** is an application used for touchscreen DRE voting on tablets at a voting location. Voting sessions are initiated on the tablet by either a smart card or the entry of a numeric code. The ballot consisting the voter's precinct and ballot style is presented to the voter on the tablet. All voting activity is performed at the tablet, including accessible voting. After review and completion of the ballot selections, the Voter Verified Paper Audit Trail (“VVPAT”) printer prints the voter's selections for review. Once reviewed, the voter is given an option to make changes or cast the ballot. When the ballot is cast, it is electronically recorded on redundant memories on the ICX.
- 2.2 **Democracy Suite Light Software** consists of the following components:
- 2.2.1 Election File and iButton Creation Customer is authorized to create Election Files and iButtons from EED to load on the ICX, ICVA and ICC units.

- 2.2.2 Results, Tally and Reporting (RTR) Client Application is the application used for the tally, reporting and publishing of election results.
- 2.3 **ImageCast® Adjudication Application** is a client and server application used to review and adjudicate ImageCast® Central Scanner ballot images. The application uses tabulator results files and scanned images to allow election administrators to make adjudications to ballots with auditing and reporting capabilities. The Adjudication Application examines such voter exceptions as overvotes, undervotes, blank contests, blank ballots, write-in selections, and marginal marks. The application works in two basic modes: election project setup and adjudication. The Adjudication Application can be used in a multi-client environment. Adjudication Application eliminates the need to physically rescan ballots, which can potentially damage the originals and cause chain-of-custody concerns.
- 2.4 **Project Management.** Dominion shall assign a project manager (“Dominion Project Manager”) to oversee the general operations of the project. The Dominion Project Manager will be the primary contact for all project needs. The Dominion Project Manager will be 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.
- 2.5 **System Training.** Dominion will provide the following training as described herein.
- 2.5.1 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.
- 2.5.2 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.
- 2.5.3 Democracy Suite® EMS System– This training covers the restoring election project backups, creating ICX, ICC and ICXVA files, tally and reporting.
- 2.5.4 Pollworker Train the Trainer – This provides training to the Customer staff on operations of a polling location including the ImageCast® X, testing and troubleshooting.
- 2.6 **System Installation and Configuration** provided by Dominion shall consist of on-site support technicians for the upgrade and configuration.
- 2.7 **System Acceptance Testing Support.** Dominion will provide training and support during the System Acceptance Testing period.
- 2.8 **Election Ballot Definition Setup.** Dominion will perform the following ballot definition items in English only: Democracy Suite template project setups and maintenance, Democracy Suite Election project setup, provide the Mail Ballot/Absentee PDF Artwork, verification and proofing for each Election, provide audio setup for audio voting using a synthesizer. Any outside recording charges

would be at the County's expense. Election Setup service charges will be determined upon completion of each Election. Any election not identified above, will be at the then current rate, and will be subjected to a minimum setup charge of \$3,500.00 per election.

- 2.9 ***Travel and Expenses included.*** All costs of Dominion transportation, lodging and meal expenses are included during the Agreement Term.
- 2.10 ***Ongoing telephone support.*** Telephone support shall be available for Customers during the Term of the Agreement at no additional costs.
- 2.11 ***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.

EXHIBIT B

SOFTWARE LICENSE TERMS AND CONDITIONS

1. Definitions.

- 1.1. "Agreement" shall mean the agreement between the Parties for the use of the licensed Software.
- 1.2. "Licensee" shall mean the Customer defined in the general terms and conditions of this Agreement.
- 1.3. "Licensor" shall mean Dominion Voting Systems, Inc.
- 1.4. "Party" or "Parties" Licensor and Licensee may hereinafter be referred to individually as a Party and collectively as the Parties.
- 1.5. "Software" means the Democracy Suite[®] and ImageCast[®] software licensed by Licensor hereunder, in object code form, including all documentation therefore.
- 1.6. "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.
- 1.7. "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 to Software. Subject to the terms of herein, Licensor grants Licensee a non-exclusive, non-transferrable license to use the Software solely for the Licensee's own internal business purposes and solely in conjunction with the Software and hardware. This 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 shall sublicense 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.

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

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

4.1. Upgrades. In the event that Licensor, at its sole discretion, certifies a Software upgrade under the applicable laws and regulations of the State of Nevada, Licensor 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, Licensor 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 Nevada.

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

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 (i) forthwith return to Licensor all Software in its possession or control, or destroy all such Software from any electronic media, and certify in writing to Licensor 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 Specification during the Term. The Licensor also warrants that the Software shall comply with the State of Nevada certification requirements and election laws (collectively the "Requirements") in effect as of the date the Software is certified by the State of Nevada. 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 the reported material failure 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 Nevada.

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. 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" shall mean 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" shall mean 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 or 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. 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.

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

8th day of August, 2017

By [Signature] Deputy