AGREEMENT BETWEEN THE COUNTY OF SAN BENITO AND DOMINION VOTING SYSTEMS, INC.

This agreement is entered into between the County of San Benito, through its Election's Department ("County" or "Customer") and Dominion Voting Systems, Inc. ("Contractor" or "Dominion") for the purpose of providing a voting system, licenses and related services.

1.   RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide all hardware, equipment, software, licenses and related services as outlined in Exhibit B and Exhibit C. Contractor shall comply with all provisions of Exhibits B and C, attached hereto and incorporated by reference. All hardware and equipment shall be new (not reconditioned or refurbished). In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

2.   RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

3.   COMPENSATION

Contractor shall be paid an all-inclusive flat fee in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit B after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed $960,653.58. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all

such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4.   BILLING AND PAYMENT

On or before the 1st of each calendar year, Contractor shall submit to County an itemized invoice for the annual managed service contract. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5.   TERM OF AGREEMENT

2025 *AB*
Initial

This agreement shall commence on the date of signing and shall terminate December 31, 2021, unless terminated in accordance with section 6 below.

6.   TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the San Benito County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year. The County's right to terminate this agreement may be exercised by the Clerk & Recorder and or his/her designee.

7.   ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically

acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify San Benito County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County and or any award for private attorney general fees), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations

contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment. Contractor shall not provide County with any product or design that violates or infringes any registered United States patent, copyright, trade secret or other intellectual property right. Contractor warrants that it has the right to license and or distribute to County for County's use, all software associated with this Agreement including but not limited to, operating software and compliance software. If County promptly notifies Contractor in writing of any third party claim against County that any software or other item provided to County by Contractor infringes any patent, copyright, trade secret or other intellectual property right of any third party, Contractor shall immediately indemnify, defend and hold harmless County against such claims, including attorney's fees and damages actually incurred by the County in connection therewith. If any software or other item is, or in Contractor's reasonable opinion is likely to be held to be infringing, Contractor shall at its expense and option: (a) procure the right for County to continue using it; or (b) replace or modify it so that it becomes non-infringing while giving equivalent performance. If Contractor is initially unable to perform either option (a) or (b) for a period not to exceed 30 days, Contractor may require County to stop using the potentially infringing System or portion thereof, until Contractor can perform either option (a) or (b), providing however Contractor supplies County with an alternate means by which County may continue County operations pursuant to this Agreement.

11. **WARRANTY AND EXTENDED WARRANTY**

   A. The warranties stated in this Section 11 shall survive any inspections, delivery, acceptance, or payment by County, and shall remain in effect until the termination of this Agreement and its Exhibits and any future extensions of this Agreement, pursuant to the terms of the extensions.

   B. Contractor warrants that the hardware, equipment and functionality of the software and system provided under this Agreement shall operate in

accordance with this Agreement and in conformity in all material respects with the system specifications as documented by Contractor during the term of this Agreement.

C.   Contractor warrants and represents as to any property that is to be owned absolutely by County under this Agreement that Contractor has absolute and good title to and full right to dispose of or license the goods and services, and that there are no security interests, liens, claims or encumbrances of any kind against the system and or property/equipment provided to County.

D.   Contractor warrants that the hardware, equipment, software, system and services provided pursuant to this Agreement shall conform at all times with all federal, state, and local statutes, codes, ordinances, resolutions and other regulations as currently in effect at the Agreement's effective date and applicable.

E.   Illicit Code Warranty: Contractor warrants that the software and any developed modifications or updates to the software, does not contain, and Contractor has not knowingly introduced through any media, any virus, worm, trap door, back door, bomb, bug, or other contaminant or disabling device, including, without limitation, any timer, clock, counter or other limiting routines, codes, commands, or instructions that may have the effect or be used to access, alter, delete, limit, control, damage, or disable any County property ("Illicit code"). Contractor shall use commercially reasonable efforts to immediately remove any such Illicit Code or replace software in which such code exists upon receipt of notice from County. County will use commercially reasonable efforts to assist Contractor in mitigating damages arising from such illicit code.

F.   During the original and any extended warranty terms, Contractor shall, without additional cost to County, correct any and all breaches of the express warranties of this Section 11.

G.   If any hardware, equipment, software or system component fails to operate in conformity with its specifications during the Term, Contractor shall provide a replacement for the component or, at Contractor's sole option,

shall repair the component. The following conditions apply to the warranty:

    i.   County shall bear the shipping costs to return the malfunctioning component to Contractor, and Contractor shall bear the costs for standard shipping of the repaired or replaced component to County.

    ii.   The following services are among those not covered by this warranty, but may be available at Contractor's then current rates:

        a.   Replacement of consumable items including but not limited to batteries, paper rolls, ribbons, seals, smart cards, and removable memory devices, disks, etc.;

        b.   Repair or replacement of components damaged by accident, disaster, theft, vandalism, neglect, abuse, or any improper usage;

        c.   Repair or replacement of a component modified by any person other than those expressly authorized in writing by Contractor;

        d.   Repair or replacement of a unit from which the serial numbers have been removed, defaced or changed.

H.   NO OTHER WARRANTIES. CONTRACTOR 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.

11.   **INSURANCE**

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12.   **PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project,

as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to that extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

13. **NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

15. **LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions

which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in San Benito County, California.

16.   **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

17.   **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County:	Joe Paul Gonzalez San Benito County Auditor/Clerk-Recorder/Registrar of Voters 440 Fifth Street Second Floor, Room 206 Hollister, CA 95023
If to Contractor:	Dominion Voting Systems, Inc. Attn: Contracts Administrator 1201 18th St., Suite 210 Denver, CO 80202

Notice shall be deemed to be effective two days after mailing.

18.   **NON-EXCLUSIVE AGREEMENT**: Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

19.   **LIMITATION OF LIABILITY**: Except as provided in Section 10 [regarding indemnification for third-party claims], Contractor'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, 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.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

Date: 1/23/18

COUNTY OF SAN BENITO

Anthony Botelho, Chair
San Benito County Board of Supervisor

Date: 1/23/2018

DOMINION VOTING SYSTEMS, INC.

John Poulos
President & CEO

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL

01/24/2018

DEPUTY COUNTY COUNSEL   DATE

EXHIBIT A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) $1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of $1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of $1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)
If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than $1,000,000 per claim and $2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "San Benito County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of San Benito."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of $25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

EXHIBIT B
VOTING SYSTEM AGREEMENT
BY AND BETWEEN DOMINION VOTING SYSTEMS AND SAN BENITO COUNTY, CA

PRICING SUMMARY AND DELIVERABLES DESCRIPTION

1. Pricing/Payment Summary and Descriptions

    1.1 **Pricing Summary**. The total annual managed service contract pricing shall equal $79,949.80/year for a total of eight (8) years.

    1.2 **Payment Summary**. The following is the invoicing schedule for the annual Customer payments. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice.

    1.2.1 Year 1 shall cover the time period from the Agreement Effective Date through December 31, 2018. The Year 1 invoice of $79,949.80 shall be issued immediately after System Acceptance by the Customer. The estimate California tax for each annual payment equals $5,796.64.

    1.2.2 Year 2: 1/1/2019 – 12/31/2019: $79,949.80 invoice shall be issued on 1/1/2019

    1.2.3 Year 3: 1/1/2020 – 12/31/2020: $79,949.80 invoice shall be issued on 1/1/2020

    1.2.4 Year 4: 1/1/2021 – 12/31/2021: $79,949.80 invoice shall be issued on 1/1/2021

    1.2.5 Year 5: 1/1/2022 – 12/31/2022: $79,949.80 invoice shall be issued on 1/1/2022

    1.2.6 Year 6: 1/1/2023 – 12/31/2023: $79,949.80 invoice shall be issued on 1/1/2023

    1.2.7 Year 7: 1/1/2024 – 12/31/2024: $79,949.80 invoice shall be issued on 1/1/2024

    1.2.8 Year 8: 1/1/2025 – 12/31/2025: $79,949.80 invoice shall be issued on 1/1/2025

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

Description	Quantity
ImageCast Central Tabulator 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.	3
ImageCast X – BMD Accessible Units 21 inch touchscreen tablet, ICX Firmware, Tablet, ATI accessible unit, 5 voter activation cards, printer, cables, power cord	35
ImageCast X Voting Booths	35
ImageCast X Pollworker Smartcards	50
ImageCast X Technician Smartcards	5

8GB USB Flash Drive	5
UPS SMT 1500 980 watts, input/output 120 volts, interface DD-9RS-232	30
ImageCast X Transport Bag set (one for the unit and one for the printer)	35
Election Management Software & Hardware	
Democracy Suite Software	1
ImageCast Adjudication Application	1
Democracy Suite EMS Server Hardware Kit – up to 22 clients	1
Server Rack 12U	1
Rack UPS 1.5VA 2U	1
Democracy Suite EMS Workstation	2
Democracy Suite Adjudication Hardware Kit	2
EMS Report Printer	1
Infrastructure Upgrade (One complete upgrade during contract Term)	1
Mobile Ballot Printing (MBP) Kits Dell Laptop, MBP software, Oki Data C712 printer, cables	1
Automated Test Deck Application	1
Implementation and Training	
Project Management and Implementation Support	10
System Acceptance Testing Training	1
Democracy Suite Training	5
ICX Operator Training	1
ICC and Adjudication Operator Training	2
Pollworker Train the Trainer	1
Election Set Up and Support	
Election Set Up (2018 Primary & General)	2
Election Day Support	1

3. Detailed Deliverables Description

    3.1   ***ImageCast® Central Scanner (ICC).*** Customer 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:

        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 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.

3.1.5   iButton Security Key

3.2   ***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:

    3.2.1   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®.

3.1   ***ImageCast*® *X ("ICX") Application*** is an application used for touchscreen voting on tablets at a voting location, and a Democracy Suite election database. 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 adapter that supports most accessible devices, allowing voters to bring their own device. After review and completion of the ballot selections, a paper ballot is created for the voter from a printer in the voting booth, and the ballot is cast after insertion in a ballot box. The paper ballot is the official ballot. The ballots contain a textual representation of the voter's ballot selections for visual review and confirmation, and the ballots are scanned using ImageCast Central Scanner and the results are accumulated in RTR.

3.2   ***Democracy Suite EMS Software (Standard System)*** platform is a set of applications tailored for all pre-voting and post-voting activities. The Democracy Suite EMS consists of the following components:

    3.2.1   Election Event Designer (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 will be initiated by importing the election data from the SCORE system. It is important to note that an election project initiated by importing data can be further modified within the EED Client Application.

The EED can generate two types of paper ballots:

- Proofing ballots – ballots produced to allow election project stakeholders 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.

3.2.2 <u>Results Tally and Reporting (RTR)</u> Client Application is the application used for the tally, reporting and publishing of election results.

3.3 ***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.

3.4 ***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.

3.5 ***Automated Test Deck Application*** is an application used to create accurate test packs for running Pre-Logic and Accuracy Test with optional marking pattern requirements. The application can be used to access the election database and produce a set of print-ready PDFs and results tables.

3.6 ***Implementation Services and Training.*** Dominion will provide the following training as described herein.

3.6.1 <u>Project Management Support.</u> Dominion will provide project management support to oversee the general operations of the project through the Agreement Term. The project manager shall be 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.

3.6.2 <u>ImageCast® X</u> – 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.

3.6.3 <u>ImageCast® ICC</u> – 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.

3.6.4   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.

3.6.5   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, ICC, and mobile ballot printing), automated test deck creation, loading elections, tallying results (including adjudication tally), and generating reports.

3.6.6   System Acceptance Testing Support. Dominion will provide direct onsite training and support during the System Acceptance Testing period

3.6.7   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.

3.6.8   On-Site Election Day Support. Dominion will provide three (3) days (inclusive of travel) of direct onsite election support for one (1) Election.

3.7   ***Election Ballot Definition Setup.*** Dominion shall provide election setup services and support for the election database creation and ballot review for two (2) Elections. Ballot definition services will be provided in English only and will include the following: 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 Customer's expense. For any additional election ballot definition services, the Election setup service charge will be determined upon completion of each Election. A minimum charge of $5,000.00 will be applied per Election.

3.8   ***Travel and Expenses included.*** All costs of Dominion transportation, lodging and meal expenses are included during the Agreement Term.

3.9   ***Ongoing telephone support.*** Telephone support shall be available for Customers during the Term of the Agreement at no additional costs.

3.10   ***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 C
VOTING SYSTEM AGREEMENT
BY AND BETWEEN DOMINION VOTING SYSTEMS AND SAN BENITO COUNTY, CA

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 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 distributers and provided by Licensor hereunder.

2. License Terms.

2.1. License to Software. Subject to the terms 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.

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