

2.8 WARRANTY AND HARDWARE MAINTENANCE:

- 2.8.1 The warranty period shall begin upon the Effective Date of this Agreement and shall remain in effect until December 31, 2020, as long as this Agreement remains in force. **CONTRACTOR** agrees to either replace or repair, at its sole option, any hardware that does not operate in conformity in all material respects with its specifications, so long as such hardware is operated with its designated software and Third-Party Products (if applicable) approved by **CONTRACTOR** for use with the hardware. Warranty replacement will be done at no additional charge to the County.
- 2.8.2 **WARRANTY DISCLAIMER:** EXCEPT AS SPECIFICALLY DESCRIBED IN THIS SECTION 2.8, DOMINION DISCLAIMS ALL WARRANTIES WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO THE PRODUCTS OR SERVICES, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
- 2.8.3 The **CONTRACTOR** shall provide for maintenance services as specified in this Agreement until the expiration of the warranty and maintenance period. **CONTRACTOR** will provide all service necessary to maintain the hardware in good operating condition. Maintenance service includes scheduled preventive maintenance based upon specific needs of individual machines as determined by the **CONTRACTOR** and unscheduled on-call remedial maintenance.
- 2.8.4 All maintenance shall be performed by qualified maintenance technicians, familiar with all of the hardware installed at the County site. **CONTRACTOR** may use subcontractors in connection with the work performed under this Agreement, provided, however, the use of subcontractors shall not relieve **CONTRACTOR** of any of its obligations hereunder. Maintenance parts will be furnished on an exchange basis and the replaced parts become the property of the **CONTRACTOR**.
- 2.8.5 The **CONTRACTOR** shall notify the County in writing of any individual hardware products that cannot in the **CONTRACTOR's** opinion be properly serviced due to excessive wear, deterioration or unavailability of parts. These products may be withdrawn from service upon 30 days prior notice and replaced at no charge.
- 2.8.6 **LIMITATIONS:** This agreement does not require **CONTRACTOR** to repair or replace:
 - a. paper, seals, batteries (excluding the replacement of Memory Pack batteries in the calendar years 2017 and 2019 pursuant to section 2.3 herein), or other consumable parts or supplies,
 - b. products which have been repaired or altered by persons other than those expressly approved in writing by **CONTRACTOR**,
 - c. products from which the serial numbers have been removed, defaced or changed,
 - d. products damaged as a result of accident, disaster, theft, vandalism, neglect, abuse, use of any product for a purpose other than the purpose for which it is designed or use not in accordance with instructions furnished by **CONTRACTOR**,
 - e. products which have been subjected to physical, mechanical or electrical stress or alteration or any conversion by persons other than those expressly approved in writing by **CONTRACTOR**,
 - f. products used by any person other than County's employees or persons under County's direct supervision.

EXHIBIT C

SOFTWARE LICENSE AGREEMENT

1. Definitions.

1.1. "Dominion Software" means software and firmware owned and licensed by Dominion hereunder, in object code form, including all documentation therefore.

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

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

2. Term. This Agreement is effective as of the Effective Date, unless earlier terminated or extended as provided herein, and expires on December 31, 2020. The period during which this Agreement is in effect is referred to herein as the "Term". On expiration of the Term (a) the licenses granted in this Agreement will automatically terminate, (b) Customer shall cease any further use of the Dominion Software, and (c) return the Dominion Software pursuant to Section 12 herein. Notwithstanding such expiration or termination, Section 4 (Payment) to the extent any payment is due and Section 7 (Confidential Information) will survive any expiration or termination of this Agreement in accordance to their respective terms. In addition to the foregoing, terms of this Agreement that do not survive expiration or termination will nonetheless be effective in determining the Parties' rights and obligations for conduct or events taking place before such expiration or termination.

3. License Terms.

3.1. License to Dominion Software. Subject to the terms of this Agreement, Dominion grants Customer a non-exclusive license, without the right to transfer or sublicense, to use, during the Term, solely for the Customer's own internal business purposes and solely in conjunction with the Dominion software and hardware. This License includes the types and numbers of copies specified in Schedule 1 of the Dominion Software applications identified therein.

3.2. Third-Party Products. Subject to the terms of this Agreement and when applicable, Dominion agrees to sublicense any software that constitutes or is contained in Third-Party Products, in object code form only, to Customer for use during the Term as part of the System for the purposes described in Section 3.1 of this Agreement. This sublicense is conditioned on Customer's continued compliance with the terms and conditions of the end-user licenses contained on or in the media on which such software is provided.

3.3. No Other Licenses. Other than as expressly set forth in this Agreement, (a) Dominion grants no licenses, expressly or by implication, and (b) Dominion's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Dominion to Customer or any third party. Without limiting the foregoing sentence, Customer agrees to use each copy of the Dominion Software outlined in Schedule 1 hereto, with which the copy is supplied, agrees not to use any Dominion Software as a service bureau for elections outside the Customer's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of any Dominion Software. The Customer shall have no power to grant sub-licenses for the Software. Any use of all or any portion of the Software not expressly permitted by the terms of this Agreement is strictly prohibited.

4. Payment. In consideration of the grant of the license, the Customer shall pay Dominion the Annual Software License Fee set forth in Exhibit A of the Agreement within thirty (30) days of receiving an invoice from Dominion. Customer is responsible for all sales, excise, personal property or other taxes or duties on the amounts paid or products or services provided under this Agreement. If Customer is exempt from such taxes or duties, Customer shall provide Dominion with a tax exemption certificate.

5. Upgrades and Certification. During the Term, Dominion may provide Upgrades (as defined below) to Customer under the following terms and conditions.

5.1. Upgrades. In the event that Dominion, at its sole discretion, certifies a software upgrade under the applicable provisions of the election laws and regulations of the Customer's State, Dominion may make the certified software upgrade available to the Customer. The Customer shall bear the costs and labor of installing the software upgrade.

5.2. Certification Requirement. Notwithstanding any other terms of this Agreement, Dominion 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 Customer's State.

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

6.1 Dominion Software. Dominion warrants that the Software, for a period of ninety (90) days following delivery to the Customer, will function substantially in accordance with the Specification. If the Customer believes that the Software is not functioning substantially in accordance with the Specifications, the Customer shall provide Dominion with written notice of the material failure within thirty (30) days of discovering the material failure, provided that the Customer can reproduce the material failure to Dominion. The Customer's exclusive remedy under this warranty shall be, at Dominion's sole option (a) return of the Annual Software License Fee set forth in Exhibit A paid by the Customer (if any) for the Software, or (b) Dominion shall use reasonable efforts to correct the material failure of the Software. The foregoing warranty shall be void in the event of the Software (i) having been modified by any party other than Dominion or its licensors or (ii) having been used by the Customer for purposes other than those for which the Software was designed by Dominion. If Dominion establishes that the reported material failure is not covered by the foregoing warranty, the Customer shall be responsible for the costs of Dominion's investigative and remedial work at Dominion's then current rates.

6.2. Third-Party Products. The warranties in this Sections 6 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 such Third-Party Products.

6.3. No Other Warranties. DOMINION 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.

7. **Confidential Information.** Customer acknowledges that the Software and Documentation (collectively, the "Information") (i) constitutes confidential and proprietary trade secrets, disclosure of which would materially injure Dominion's business and competitive position, and (ii) is exempt from disclosure under, the terms of any applicable freedom of information, open public records act or similar statute ("FOIA Statute"). Customer therefore agrees, to the maximum extent permitted by law, to keep confidential and not to disclose any of the Information to any other person or entity, or use such Information for any purpose other than as expressly permitted by this Agreement. Customer shall limit disclosure to employees of Customer having a need to know to perform their duties to Customer who have agreed in writing to be bound by the restrictions of this Section 7. Customer shall take any and all action necessary or appropriate to assert all applicable or potentially applicable exemptions from disclosure under the FOIA Statute and take all other legally permissible steps to resist disclosure of the Information including, without limitation, commencement or defense of any legal actions related to such disclosure. In the event Customer receives a request for Information under the FOIA Statute, Customer shall inform Dominion of such request within ten (10) days of Customer's knowledge or such shorter period as necessary under the FOIA Statute to avoid prejudice to Dominion's ability to oppose disclosure. In the event Customer is nonetheless required by law to disclose any of the Information, Customer shall give written notice to Dominion at the earlier of (i) twenty (20) business days prior to disclosure or (ii) such longer period as may be required by applicable law.

8. **Prohibited Acts.** The Customer shall not, without the prior written permission of Dominion:

8.1. 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;

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

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

8.4. 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.

9. **Return of Software.** Upon termination or expiration of this Agreement, Customer shall (i) forthwith return to Dominion all Software in its possession or control, or, if so requested by Dominion, destroy all such Software and (ii) purge all Software from any electronic media, and certify in writing to Dominion that it has been destroyed and purged.

SCHEDULE 1
SOFTWARE LICENSE PRODUCT DESCRIPTION

Quantity	Product Description
1	Ballot Printing System (BPS)
1	WinEDS Election Management System

EXHIBIT D
CONTRACTOR TRAVEL AND PER DIEM POLICY

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov
 - 2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
 - 2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
 - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.
 - 3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
 - 3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.
 - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverage.
 - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)
 - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
 - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
 - 4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.
- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel,

fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.

- 6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts
- 7.0 Contractor shall provide, (upon request) with their invoice(s), copies of receipts supporting travel and per diem expenses, and if applicable with a copy of the written consent issued by the Contract Administrator. No travel and per diem expenses shall be paid by County without copies of the written consent as described in this policy and copies of all receipts.

CONTRACTS ADMINISTRATOR, DOMINION VOTING SYSTEMS INC., 1201 18TH ST., SUITE 210,
DENVER, CO 80202

PRICING SHEET: 57835

Terms:	NET 30
Vendor Number:	2011000017 0
Telephone Number:	720/257-5209
Fax Number:	303/990-1836
Contact Person:	John Poulos
E-mail Address:	<u>Sheree.noell@dominionvoting.com</u>
Certificates of Insurance	Required
Contract Period:	To cover the period ending December 31, 2020.