

AGREEMENT NO. 200247B
BETWEEN NAPA COUNTY
AND
DOMINION VOTING SYSTEMS, INC.

This Voting Systems and Managed Services Agreement (the "Agreement"), dated this 1st day of February 2020, (the "Effective Date"), for a voting system, licenses and related services is made by and between Napa County, a political subdivision of the State of California ("County"), and Dominion Voting Systems, Inc. ("Dominion"), whose business address is 1201 18th St Ste 210 Denver CO 80202.

WHEREAS, County and Dominion have previously entered into agreements for the provision of voting system services: and

WHEREAS, County desires to purchase additional voting system services, licenses and related solutions; and

WHEREAS, Dominion designs, manufactures, sells and licenses voting systems solutions, and provides related services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the terms and conditions set forth herein, Dominion agrees to license and/or sell and furnish to County the System (as defined in Section 2.5), including the products and services described more fully below:

1. **Composition of Agreement.** Exhibits A and B are attached and incorporated herein by reference and form a part of this Agreement ("Agreement"). This Agreement consists of the general terms and conditions contained in the following sections, together with the listed Exhibits below. The total compensation payable under this Agreement shall be in accordance with the item prices incorporated within the Exhibit A attached hereto (Pricing Summary and Deliverables Description) and all other services related to the performance of this Agreement.

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 of the acceptance testing performed on each component of Dominion Hardware and Software, after delivery in accordance with testing criteria developed and updated by Dominion, or the occurrence of other events defined in Section 8.
- 2.2. "Dominion Software" means software and firmware programs licensed to the County by Dominion and any associated documentation as more specifically described in Exhibit A.

- 2.3. "Dominion Hardware" means the ImageCast® system hardware as more specifically described in Exhibit A.
 - 2.4. "License" has the meaning set forth in Section 7.
 - 2.5. "System" means the combination of Dominion Software and Dominion Hardware.
 - 2.6. "Third Party Software" means software, manufacturer supplied software, or firmware owned by third parties, which Dominion provides to County 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 June 30, 2025.
4. **Dominion's Responsibilities.** Dominion shall:
- 4.1. Deliver the System and installation plan services as described in Exhibit A (Pricing Summary and Deliverables Description).
 - 4.2. Provide the County with a Dominion Software Use License as described in Exhibit B (Software License Terms and Conditions).
 - 4.3. Provide the County with one (1) reproducible electronic copy of the user documentation.
 - 4.4. Assist in the Acceptance Testing process as required by Section 8 herein.
 - 4.5. Provide invoices to County upon Acceptance of items listed in Exhibit A and pursuant to the payment schedule described in Section 5.1 herein.
5. **County's Responsibilities.** County 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 County. If the County is exempt from taxes, County will supply Dominion a tax exemption certificate or other similar documentation in a form demonstrating its exempt status.
 - 5.3. Conduct Acceptance testing process as required by Section 8.
6. **Title and Risk of Loss.**
- 6.1. Title to the System, Excluding All Software. The System shall be provided by

Dominion to the County as part of the managed services described herein. Title to the System shall pass to the County upon delivery. 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.

- 6.2. 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 County. County 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, County 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. However, if loss or damage cannot be reasonably discovered until installation, then County shall notify Dominion of such loss as soon as the loss or damage is discovered, and no later than ten (10) business days after acceptance testing is conducted.

7. Software License and Use.

- 7.1. License. Upon mutual execution of this Agreement, Dominion grants to the County, and the County 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. County consents to the terms and conditions of the third party license agreements by County's first use of the System.

8. Acceptance.

- 8.1. Dominion Software or Dominion Hardware. After delivery of Dominion Software or Dominion Hardware, the County 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 County 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.

9. Warranties.

- 9.1. Dominion Software Warranty. The Dominion Software warranty is subject to the terms and conditions of Exhibit B - the Software Terms and Conditions.
- 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 County all warranties such manufacturers make to Dominion regarding the operation of third party products.
- 9.3. Dominion Hardware Warranty. 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 or through any extended warranty period.
- 9.4. Dominion Hardware Warranty. If any Dominion Hardware component fails to operate in conformity with its specifications during the warranty period, Dominion shall provide a replacement for the Dominion Hardware component or, at Dominion's sole option, shall repair the Dominion Hardware component, so long as the Dominion Hardware is operated with its designated Dominion Software and with third party products approved by Dominion for use with the Dominion Hardware. The following conditions apply to the Dominion Hardware warranty:
 - 9.4.1. Dominion shall perform one (1) on-site preventive maintenance inspection ("PM") per year on Dominion Hardware during the Agreement Term at a time mutually agreed to by the Parties. This on-site PM is expected to be scheduled at least ninety (90) days prior to requested test date. Dominion shall perform the annual PM and will replace any and all parts that fail due to normal use during the warranty period. In the event of a warranty claim outside of the scheduled PM, additional on-site service will be available at Dominion's then current time and material rates. There are no additional charges for parts covered by this warranty.
 - 9.4.2. The following services are not covered by this Agreement, but may be available at Dominion's current time and material rates:
 - 9.4.2.1. Replacement of consumable items including but not limited to batteries, paper rolls, ribbons, seals, smart cards, and removable memory devices, 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 County 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 County. Dominion shall not be liable under this Agreement for any loss or damage to the County due to such delay or performance failures. Both Parties shall use commercially reasonable efforts to minimize the adverse consequences of any such event. This section shall not excuse the County from paying amounts owed pursuant to this Agreement.

11. Indemnification.

- 11.1 Each Party shall indemnify and hold harmless the other Party from third party claims arising from, or alleged to arise from, the negligence or deliberate misconduct of a Party in the course of performing under this Agreement. This indemnity extends solely to claims and lawsuits for personal injury, death, or destruction of tangible personal property. In addition, County shall indemnify and hold harmless Dominion from any third party claims arising from, or alleged to arise from, County's failure to operate properly the System licensed, sold and/or leased under this Agreement, in the manner so designated by Dominion.
- 11.2 Dominion will, at Dominion's expense, indemnify, defend and hold harmless the County, 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 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, 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. For purposes of this Agreement, confidential information ("Confidential Information") is defined as those materials, documents, data, and technical information, specifications, business information, County information, or other information that the disclosing Party maintains as trade secrets or confidential and which are disclosed to a receiving Party in tangible form conspicuously marked as "confidential," or with words having similar meaning or which are expressly identified in this Subsection 13.1. Confidential Information includes, without limitation, Dominion Software source code and associated documentation.
- 13.2. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations.
- 13.3. 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.
- 13.4. 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.
- 13.5. The parties understand and agree that County is a public entity that may be subject to Public Record Laws. Therefore, any covenant of confidentiality given by the County in this Agreement shall be governed by provisions of applicable Public Record Laws.
- 13.6. Any specific information that Dominion claims to be confidential must be clearly identified as such by the County. To the extent consistent with Public Record Laws, County shall maintain the confidentiality of all such information marked by Dominion as confidential. If a request is made to view such confidential information, County 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 County 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 County but with written notice to County.

15. Termination 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.

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

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

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

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

20. Insurance. Dominion hereby agrees at its own cost and expense to procure and maintain, during the entire term of this Agreement and any extended term therefore, insurance in a sum acceptable to County and adequate to cover potential liabilities arising in connection with the performance of this Agreement and in any event not less than the minimum limit set forth as follows:

<u>Insurance</u>	<u>Minimum Limit</u>
Worker's Compensation, Coverage A	Statutory
Employers Liability, Coverage B, Commercial	\$1 million

General Liability Including Contractual Liability,
Operations, Products and Completed Operations

Personal/Bodily Injury	\$1 million per occurrence/\$2 million aggregate
Property Damage	\$1 million per occurrence/\$2 million aggregate
Commercial Automobile Liability (owned, hired & non-owned vehicles)	
Personal/Bodily Injury	\$1 million per occurrence
Property Damage	\$1 million per occurrence
Professional Liability	\$1 million per occurrence

- 20.1 Certificates of Coverage. All insurance coverages referenced above shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the ASSESSOR-RECORDER-COUNTY CLERK prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage above and for the comprehensive automobile liability insurance coverage referenced above, where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the

limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

21. Independent Contractor. In all situations and circumstances arising out of the terms and conditions of this Agreement, Dominion is an independent contractor. It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of a partnership, joint venture, or employment with the County and Dominion. Dominion is an independent contractor, and it, its employees, agents, subcontractors, and representatives shall not be considered employees, agents or representatives of the County. Dominion shall maintain, in all respects, its present control over the means and personnel by which this Agreement is performed. From any amounts due Dominion, there shall be no deduction for federal income tax, FICA payments, state income tax, or for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Dominion.

22. 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:

Attn: Contracts Administrator
Dominion Voting Systems, Inc.
1201 18TH ST STE 210
DENVER CO 80202-1421


If to the County:


John Tuteur, Registrar of Voters
1127 1ST ST STE E
NAPA CA 94559-2952

23. Entire Agreement. This Agreement and its Exhibits incorporated herein by reference constitute the entire agreement, understanding and representations between Dominion and the County, and supersede and replace all prior agreements, written or oral, except that this Agreement shall not supersede or replace the agreement between the Parties dated July 1, 2018. No modifications or representations to the Agreement shall be valid unless made in writing and signed by duly authorized representatives of both the County and Dominion, and incorporated as an Addendum hereto.

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

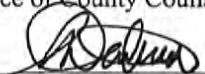

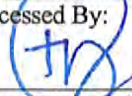
DOMINION VOTING SYSTEMS, INC.

By 
John Roulos,
President and CEO

By 
Michael Frontera,
Executive Vice President and General Counsel

NAPA COUNTY, a political subdivision of
the State of California

By 
Diane Dillon, Chair of the Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: </p> <p>Date: <u>2/13/20</u></p>	<p>ATTEST: Jose Luis Valdez Clerk of the Board of Supervisors</p> <p>By: </p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: <u>February 11, 2020</u></p> <p>Processed By: </p> <p>Deputy Clerk of the Board</p>
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**DVS AGREEMENT 200247B
EXHIBIT A**

VOTING SYSTEM AGREEMENT
BY AND BETWEEN DOMINION VOTING SYSTEMS
AND NAPA COUNTY, CA

PRICING SUMMARY AND DELIVERABLES DESCRIPTION

1. **Pricing Summary** - Prices of equipment, software licenses, and other related services for voting, vote counting, and result processing. All pricing in U.S. Dollars, exclusive of sales tax.

Description	QTY	Unit Price	Extension
In-Person Voting Solution			
MBP Kit #2 Portable High Volume Includes OKI C712dn, Dell e3480 laptop, USB printer cable, 19" printer tray.	2	\$5,800.00	\$11,600.00
ImageCast X Kit – Classic BMD 21" Includes 21.5" tablet, laser printer, printer cable, USB ATI cable, 5 voter smart cards.	30	\$3,175.00	\$95,250.00
ImageCast X Kit – Classic Voter Activation Kit	2	\$1,200.00	\$2,400.00
Sub-Total:			\$109,250.00
Peripherals			
ImageCast X Classic BMD Transport Bag Kit	30	\$125.00	\$3,750.00
ATI Kit - ICX - USB	30	\$375.00	\$11,250.00
ImageCast Voting Booth - Standard	30	\$295.00	\$8,850.00
Sub-Total:			\$23,850.00
Election Management Hardware			
Ballot and Report Printer – C712dn	8	\$1,800.00	\$14,400.00
Ballot and Report Printer Paper Tray	8	\$255.00	\$2,040.00
Sub-Total:			\$16,440.00
<i>Estimated Shipping</i>			<i>TBD</i>
Purchase: Year 1 Sub-Total			\$149,540.00
Discount			(\$14,954.00)
Purchase: Year 1 Final Total			\$134,586.00
<i>Estimated Taxes</i>			<i>\$13,471.44</i>

ANNUAL SOFTWARE LICENSES AND WARRANTY (Beginning on January 1, 2021)*

Description	QTY	Unit Price	Extension
Mobile Ballot Printing Annual License Fee	2	waived	waived
ImageCast X Annual Software License Fee	30	\$150.00	\$4,500.00
Mobile Ballot Printing Annual Warranty Fee	2	\$375.00	\$750.00
ImageCast X Annual Software License Fee	30	\$155.00	\$4,650.00
Total			\$9,900.00

* Each year, Dominion shall adjust upward the Annual License Fee and Optional Annual Hardware Warranty Fee by three percent (3%) of the then current annual rate.

2. **Payment Schedule** - Dominion shall provide invoices to the County upon the Acceptance of each deliverable. County shall pay the invoices 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 County.

3. **Detailed Deliverables Description**

- 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 ballots are scanned using ImageCast tabulator or scanner.
- 3.2 ***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 County voter registration system. The Mobile Ballot Printing system comes with a workstation and printer
- 3.3 ***Other Services, Consumables or Equipment.*** Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the County at the then current Dominion list price.

4. Itemized Product Serial Numbers

Count	Product	Part Number	Serial Number
1	Laptop	190-000061	1L26TW2
2	Laptop	190-000061	6786TW2
3	Laptop	190-000061	B386TW2
4	Laptop	190-000061	JM26TW2
1	OKI 712	123-000393	SAK95027739A0
6	OKI 712	123-000393	SAK95027741A0
7	OKI 712	123-000393	SAK95027742A0
8	OKI 712	123-000393	SAK95027746A0
9	OKI 712	123-000393	SAK97007649A0
10	OKI 712	123-000393	SAK97007654A0
11	OKI 712	123-000393	SAK97007677A0
12	OKI 712	123-000393	SAK97007679A0
13	OKI 712	123-000393	SAK97007680A0
14	OKI 712	123-000393	SAK97007682A0
1	ICX	190-000055	E08A000900116
2	ICX	190-000055	E08A000900241
3	ICX	190-000055	E08A000900257
4	ICX	190-000055	E08A000900271
5	ICX	190-000055	E08A000900287
6	ICX	190-000055	E08A000900324
7	ICX	190-000055	E08A000900533
8	ICX	190-000055	E08A000900610
9	ICX	190-000055	E08A000900616
10	ICX	190-000055	E08A000900623
11	ICX	190-000055	E08A000900625
12	ICX	190-000055	E08A000900626
13	ICX	190-000055	E08A000900628
14	ICX	190-000055	E08A000900632
15	ICX	190-000055	E08A000900635
16	ICX	190-000055	E08A000900641
17	ICX	190-000055	E08A000900643
18	ICX	190-000055	E08A000900644
19	ICX	190-000055	E08A000900661
20	ICX	190-000055	E08A000900664
21	ICX	190-000055	E08A000900665
22	ICX	190-000055	E08A000900722
23	ICX	190-000055	E08A000900779

24	ICX	190-000055	E08A000900783
25	ICX	190-000055	E08A000900799
26	ICX	190-000055	E08A000900860
27	ICX	190-000055	E08A000900885
28	ICX	190-000055	E08A000900938
29	ICX	190-000055	E08A000900966
30	ICX	190-000055	E08A000901011

DVS AGREEMENT 200247B
EXHIBIT B
SOFTWARE LICENSE TERMS AND CONDITIONS

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

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

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

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

1.3. “Licensor” means Dominion Voting Systems, Inc.

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

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

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

2. License Terms.

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

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

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

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

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

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