

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.37
(ID # 9992)

MEETING DATE:

Tuesday, June 18, 2019

FROM : ELECTIONS AD HOC COMMITTEE AND SUPERVISOR CHUCK WASHINGTON AND SUPERVISOR KAREN SPIEGEL :


SUBJECT: ELECTIONS AD HOC COMMITTEE, SUPERVISOR CHUCK WASHINGTON AND SUPERVISOR KAREN SPIEGEL: Approval of the purchase and the Software License and Maintenance, and On-Call Equipment Maintenance Agreements with BlueCrest for a new Vantage sorting system and maintenance through December 31, 2024; Approval of the Managed Services Agreement with Dominion Voting Systems, Inc. for a Democracy Suite Voting System for eight years; All Districts; [\$8,701,151 total cost, with up to \$174,024 in additional compensation and up to \$3,130,876 in state matching fund reimbursement] General Fund


RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Purchase and the Software License and Maintenance, and On-Call Equipment Maintenance Agreement with BlueCrest for a new Vantage sorting system and Maintenance through December 31, 2024 for a not to exceed amount of \$712,115, and authorize the Chairman of the Board to sign the agreements on behalf of the County;

Continued on page 2

ACTION:Policy


Rebecca Spencer 6/12/2019

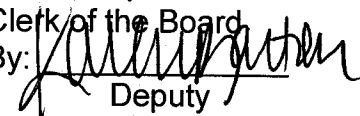

Supervisor Karen Spiegel 6/13/2019


Supervisor Chuck Washington 6/13/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 18, 2019
xc: ROV, Second Dist., Third Dist., Purchasing

Kecia Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve the Managed Services Agreement with Dominion Voting Systems, Inc. for a Democracy Suite Voting System and Maintenance for Eight Years through May 31, 2027 for a not to exceed amount of \$7,989,036 and authorize the Chairman of the Board to sign the agreements on behalf of the County;
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that do not change the substantive terms of the Agreement; and sign amendments to the compensation provisions that do not exceed the sum total of two-percent (2%) of the annual cost of the contracts.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$2,412,788	\$8,701,151	\$0
NET COUNTY COST	\$0	\$2,412,788	\$8,701,151	\$0
SOURCE OF FUNDS: General Fund with partial reimbursement in State matching funds			Budget Adjustment: No	
			For Fiscal Year: 19/20 – 26/27	

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Summary

The popularity of vote-by-mail voting has increased tremendously over the last 20 years. In 1998 a total of 85,000 voters voted by mail. In November 2016 that number jumped to 504,000 voters. Additional mail sorting/signature verification equipment is needed to help automate the processing of vote-by-mail ballots. The existing reconditioned equipment is no longer sufficient to process 500,000 mail pieces in a very short timeframe. The existing reconditioned equipment is also a potential single point of failure. If the existing reconditioned equipment were to breakdown it would have a considerable negative impact on the Registrar of Voters operations. A service technician is kept on site at all times while the equipment is in operation to help mitigate the potential of a breakdown. The purchase of a second piece of equipment will allow the Registrar of Voters to get more ballots into the 8:00pm release of results on Election Day and complete the processing of the postmarked vote-by-mail ballots more timely. It is recommended that a second new mail sorting/signature verification machine is purchased to supplement the throughput of the current reconditioned machine. An option available to the county is to piggyback off of the existing competitively bid contracts vendors have with other jurisdictions, which will expedite the implementation and acquisition of the equipment prior to the March 2020 Presidential Primary Election. It is important to purchase the new equipment from the existing vendor so that the service technician can stay the same for both pieces of equipment.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

On February 27, 2019 California Secretary of State Alex Padilla provided notice of withdrawal of certification of voting systems not tested and certified to the California Voting System Standards. Riverside County may continue to use its current voting system until February 27, 2020. The following voting systems have been tested and certified to the California Voting System Standards:

- Dominion Voting Systems, Inc. – Democracy Suite 5.2 Voting System
- HART InterCivic, Inc. – Verity Voting 3.0.1 Voting System

The current voting system used in Riverside County was purchased in 2006. Many components of the system are no longer supported by the manufacturer and some replacement parts are currently available only through secondary markets. The system is experiencing an increased rate of break-downs and requires a significant staffing effort and time commitment to maintain and operate. This has been going on for several years due to the State's slow time frame for approving and certifying new voting systems. The standards to which the existing system was certified are old and out-of-date and the system is at the end of its operational life. In total Riverside County has spent \$31,255,423 on voting system equipment over the last 20 years. Advances in technology have resulted in newer systems which would better serve the voters of Riverside County.

It is recommended that a new voting system be leased in order to limit the risk of possible future decertification by the California Secretary of State. In addition, the piggyback option is recommended in order to expedite the implementation and acquisition of the voting system prior to the February 28, 2020 deadline. A lack of certified vendors also supports the piggyback option.

The Dominion Voting Systems, Inc. – Democracy Suite 5.2 Voting System will bring Riverside County into compliance with the California Secretary of State decertification mandate and improves the operational efficiency and security of our election process. The Registrar of Voters will be using the system as a test during the November 2019 Election.

Additional Fiscal Information

The state budget for FY 2018/2019 includes \$134 million for purposes of upgrading or replacing aging voting systems. Riverside County is eligible for \$6,156,500 in state matching funds through June 2021. This recommended purchase and lease will utilize \$3,130,876 in state matching funds, leaving \$3,025,624 in state matching funds for use through June 2021. A dollar-for-dollar county match is required.

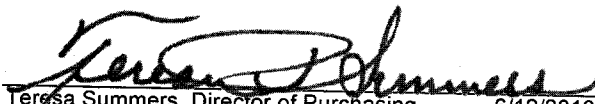
Contract History and Price Reasonableness

The agreement with BlueCrest before the Board for approval is based on utilizing the pricing from the San Diego County agreement with BlueCrest, also known as piggybacking, which was awarded through a publicized competitive bid process. BlueCrest is providing the same pricing and terms as awarded through the San Diego agreement.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Additionally, the agreement with Dominion is based on piggybacking from the County of Sacramento agreement with Dominion for voting equipment and services which was awarded through a publicized competitive bid process. The County was able to negotiate an additional 2% discount from Sacramento's 28% off list to a Riverside County discount of 30% off list price.

Piggybacking off of other competitively bid governmental procurements meets the county's requirement of seeking competition and assists with expediting the implementation/acquisition of needed commodities and services.


Teresa Summers, Director of Purchasing 6/12/2019


Gregory V. Priamos, Director County Counsel 6/12/2019

MANAGED SERVICES AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND RIVERSIDE COUNTY, CA

This Managed Services Agreement (the "Agreement"), dated June 1, 2019 (the "Effective Date"), is made by and between Riverside County, a political subdivision of the State of California having its principal office located at 2724 Gateway Drive, Riverside, CA 92507 (hereinafter the "Customer"), and Dominion Voting Systems Inc., having its principal office located at 1201 18th Street, Suite 210, Denver, CO 80202 (hereinafter "Dominion"). This Agreement may refer to Dominion and the Customer together as the "Parties," or may refer to Dominion or the Customer individually as a "Party."

WHEREAS, the Customer desires to purchase voting system services, and software use licenses; and

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

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

1. **Composition of Agreement.** Exhibits A and B are attached and incorporated herein by reference and form a part of this Agreement. This Agreement consists of the terms and conditions contained in the following sections and the listed Exhibits. The total compensation payable under this Agreement shall 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 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.

JUN 18 2019 3:37

- 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 May 31, 2027, unless sooner terminated as provided herein.
 4. **Dominion's Responsibilities.** Dominion shall:
 - 4.1. Deliver the System and services as described in Exhibit A Pricing Summary and Deliverables Description.
 - 4.2. Provide the Customer with a Dominion Software use License as described in Exhibit B - Software License Terms and Conditions.
 - 4.3. 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.

- 4.4. Assist in the Acceptance testing process as required by Section 8 herein.
- 4.5. Provide Customer with one (1) reproducible electronic copy of the documentation.
- 4.6. Provide invoices to Customer pursuant to the payment schedule in Exhibit A and the payment terms described in Section 5.1 herein.
- 4.7. The System provided by Dominion shall meet or exceed accessibility standards of the Help America Vote Act (HAVA) of 2002, the Americans with Disabilities Act (ADA) of 1990, the Federal Rehabilitation Act of 1973, the Voting Rights Act of 1965, the California Elections Code, and the Elections Assistance Commission's VVSG 1.0.
- 4.8. In the event that the system is decertified by the California Secretary of State during the Term, Dominion shall offer replacement options for purchase or lease by the Customer. The options offered by Dominion shall be discounted from Dominion's list price in equal or better percentages as the discounts provided in the Agreement.

5. Customer's Responsibilities. Customer shall:

- 5.1. Pay invoices in a timely manner and no later than thirty (30) business days from receipt of a Dominion invoice.
 - 5.1.1. Dominion shall issue invoices to Customer pursuant to the invoice schedule listed in Exhibit A.
 - 5.1.2. Payments specified in this Section 5 are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which shall be reimbursed by the Customer. If the Customer is exempt from taxes, Customer shall supply Dominion a tax exemption certificate or other similar form demonstrating its exempt status.
- 5.2. Assign a Customer project manager ("Customer Project Manager"), who shall be responsible for review, analysis and acceptance of the System and the coordination of Customer personnel, equipment, vehicles and facilities. The Customer Project Manager shall be empowered to make decisions on behalf of the Customer with respect to the work being performed under this Agreement. The Customer Project Manager shall also have direct access to the Customer's top management at all times for purposes of problem resolution.
- 5.3. Conduct Acceptance testing process as required by Section 8.
- 5.4. Customer shall provide reasonable access and entry into all Customer property required by Dominion to perform the services described in this Agreement. All such access and entry shall be provided at Customer's expense.

5.5 When applicable, for election setup and database creation services as described in Exhibit A, the Customer shall review and approve or identify issues to all Dominion deliverables related to such service within two (2) business days of receipt by the Customer. In the event the Customer discovers an issue, it shall provide written notice, to include notification by email, 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. The System shall be provided by Dominion to the Customer as part of the managed services described herein. Title to the System or any portion thereof, shall not pass to the Customer and shall remain with Dominion.

6.2. Software. Dominion Software and Third Party Software is licensed, not sold. The original and any copies of the Dominion Software, or other software provided pursuant to this agreement, in whole or in part, including any subsequent improvements or updates, shall remain the property of Dominion, or any third party that owns such software.

6.3. Risk of Loss. Dominion shall bear the responsibility for all risk of physical loss or damage to each portion of the System until such portion is delivered to the Customer. Customer shall provide Dominion with a single location for shipment and Dominion shall not be responsible for shipping to more than one location. To retain the benefit of this clause, Customer shall notify Dominion of any loss or damage within ten (10) business days of the receipt of any or all portions of the System, or such shorter period as may be required to comply with the claims requirements of the shipper, and shall cooperate in the processing of any claims made by Dominion.

7. Software License and Use.

7.1. License. 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, to include notice by email notification, 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 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 during the Agreement Term.

9.4. Dominion Hardware Warranty Services. If any Dominion Hardware component fails to operate in conformity with its specifications during the warranty period, Dominion shall provide a replacement for the Dominion Hardware component or, at Dominion's sole option, shall repair the Dominion Hardware component, so long as the Dominion Hardware is operated with its designated Dominion Software and with third party products approved by Dominion for use with the Dominion Hardware. The following conditions apply to the Dominion Hardware warranty:

9.4.1. Dominion shall perform one (1) on-site preventative maintenance inspection ("PM") per year on Dominion Hardware during the 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, 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 commercially reasonable 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 that the System infringes, violates, or misappropriates a Third Party's patent, copyright, trademark, trade secret or other intellectual property or proprietary rights.

12. Insurance. Without limiting or diminishing the Dominion's obligation to indemnify or hold the COUNTY harmless, Dominion shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

12.1 Workers' Compensation:

If Dominion has employees as defined by the State of California, Dominion shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

12.2 Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Dominion's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

12.3 Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then Dominion shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per

occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

12.4 General Insurance Provisions - All lines:

12.4.1 Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

12.4.2 Dominion must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, Dominion's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

12.4.3 Dominion shall cause Dominion's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Dominion shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

12.4.4 It is understood and agreed to by the parties hereto that Dominion's insurance shall be construed as primary insurance, and the COUNTY'S insurance

and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

12.4.5 If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by Dominion has become inadequate.

12.5.6 Dominion shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

12.5.7 The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

12.5.8 Dominion agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

13. Limitation of Liability. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS AGREEMENT, DOMINION'S TOTAL AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION, LOSS, DAMAGE, COSTS OR EXPENSES CAUSED BY BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY OR ANY OTHER DUTY SHALL IN NO CIRCUMSTANCES EXCEED THE TOTAL DOLLAR AMOUNT OF 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.

14. Confidential Information.

14.1. 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.

14.2. 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.

- 14.3. 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.

15. 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.

16. Termination.

- 16.1 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) business 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.

- 16.2 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 at the end of the last fiscal year for which funds were appropriated. Termination of this Agreement by the Customer under this Section 16.2 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 16.2 shall not constitute a breach of this Agreement by Dominion.

17. 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.

18. Survival. The provisions of Sections 2, 9, 10, 11, 12, 14, 17, 19, and 20 shall survive the expiration or termination of this Agreement.

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

20. 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.

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

22. 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.

23. Notices. All notices required or permitted to be given hereunder shall be given in writing and shall be deemed to have been given when sent to the email contacts below 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
Email: contracts@dominionvoting.com

If to the Customer:

Riverside County
Attn: Rebecca Spencer, Registrar of Voters
2724 Gateway Drive
Riverside, CA 92507
Email: rmartine@rivco.org and rovweb@rivco.org

24. Ownership/Use of Contract Materials and Products. Dominion agrees that all materials, reports or products in any form, including electronic, created by Dominion specifically for the sole use by Riverside County, for which Dominion has been compensated by County pursuant to this Agreement shall be the sole property of the County. The material, reports or products may be used by the County for any purpose that the County deems to be appropriate, including, but not limit to, duplication and/or distribution within the County or to third parties. Dominion agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the County.

25. Alteration or Changes to the Agreement. The Board of Supervisors and the County Purchasing Agent and/or his designee is the only authorized County representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

26. Use By Other Political Entities. Dominion agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit within the State of California, which entity is purchasing the same volumes under substantially the same terms and conditions in this Agreement. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to Dominion; and County shall in no way be responsible to Dominion for other entities' purchases.

27. Records and Documents. Dominion shall make available, upon written request by any duly authorized Federal, State, or County agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the Dominion's costs related to this Agreement. All such books, documents and records shall be maintained by Dominion for at least five years following termination of this Agreement and be available for audit by the County. Dominion shall provide to the County reports and information related to this Agreement as requested by County.

28. 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.

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

Michael Frontera

PRINTED NAME

Executive Vice President & General Counsel

TITLE

5/22/19

DATE

COUNTY OF RIVERSIDE, a political subdivision of
The State of California



AUTHORIZED SIGNATURE

Kevin Jeffries

PRINTED NAME


Chairman, Board of Supervisors

TITLE

JUN 18 2019


DATE

ATTEST:
Kecia Harper
Clerk of the Board

By: 

Kecia Harper, Deputy

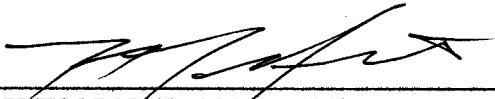
APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 

David M. McCarthy
Deputy County Counsel

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

Michael Frontera
PRINTED NAME

Executive Vice President & General Counsel
TITLE

6/14/19
DATE

COUNTY OF RIVERSIDE, a political subdivision of
The State of California

ATTEST:
Kecia Harper
Clerk of the Board

AUTHORIZED SIGNATURE

By: _____

Kevin Jeffries
PRINTED NAME

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

Chairman, Board of Supervisors
TITLE

DATE

By: _____
David M. McCarthy
Deputy County Counsel

EXHIBIT A
VOTING SYSTEM AGREEMENT
BY AND BETWEEN DOMINION VOTING SYSTEMS
AND RIVERSIDE COUNTY, CA

PRICING SUMMARY AND DELIVERABLES DESCRIPTION

1. Pricing/Payment Summary and Descriptions

1.1 **Pricing and Payment Summary.** The annual Agreement pricing shall equal the amounts described below in this section 1.1 for the eight (8) years. All prices are in USD. The following is the invoicing schedule for County's annual payments. County shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. All payments shall be made in U.S. Dollars. All invoices will be issued on June 1st of the corresponding year, with the exception of Year 3 payment, which will be issued on May 31, 2021.

	Year 1	Year 2	Year 3	Year 4
Description	2019/2020	2020/2021	2021/2022	2022/2023
Managed Service	\$1,745,030.89	\$1,745,030.89	\$1,745,030.89	\$440,211.06
Estimated Taxes	\$135,208.98	\$135,208.98	\$135,208.98	\$21,037.24
Total	\$1,880,239.87	\$1,880,239.87	\$1,880,239.87	\$461,248.30

	Year 5	Year 6	Year 7	Year 8
Description	2023/2024	2024/2025	2025/2026	2026/2027
Managed Service	\$440,211.06	\$440,211.06	\$440,211.06	\$440,211.06
Estimated Taxes	\$21,037.24	\$21,037.24	\$21,037.24	\$21,037.24
Total	\$461,248.30	\$461,248.30	\$461,248.30	\$461,248.30

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	QTY
Central Scanning Solution: Absentee / Vote By Mail Hardware	
ImageCast Central Kit: HiPro InterScan True High Speed Document scanner includes: ImageCast Central Software, Dell OptiPlex All-in-One, iButton programmer and key, cables	10
In-Person Voting Solution: Polling Location Hardware	
ImageCast X BMD (21 inch) Kit includes: ICX Firmware, Tablet, 5 activation cards, printer, cables, power cord	700
ICX Technician Smartcard	50
Smart-UPS C 1500VA LCD 120V 1000W	600
ICX ATI Kit	700
ICX Voting Booth - Standard	700
ICX Transport Bag Set	700
8GB USB Flash Drive	50

Election Management Hardware	
Democracy Suite EMS Standard Server Configuration Kit - Up to 22 clients	2
EMS Client Workstation Configuration Kit	4
Adjudication Workstation Kit	8
Reformatting Station Kit	1
EMS Report Printer	2
Dominion Software	
Democracy Suite (EMS) Light Application	1
ICC Adjudication Application	1
Support Services	
	Days
Project Management	30
System Acceptance Testing Training	2
On-Site Support	90
Train the Trainer: Poll Worker	2
Democracy Suite Result, Tally and Reporting	5
ICC Operator Training	2
ICC Adjudication Training	2
ICX Operator Training	1
Election Support	
	Election
Election Set Up (Ballot Layout, Test Deck)	2
Annual Licenses	
Democracy Suite (EMS) Light Software License	1
ICC Adjudication Application Software License	1
ICC Annual Firmware License	10
ICX - BMD (21 inch) Annual Firmware License	700
Warranty and Maintenance	
ICC Annual Firmware License - HiPro InterScan	10
ICX - BMD (21 inch)	700

3. Detailed Deliverables Description

- 3.1 **ImageCast® Central Scanner (ICC) with InterScan HiPRO Series high speed scanner.** 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:
- 3.1.1 interScan HiPRO Series high speed scanner.
 - 3.1.2 ImageCast® Central Software
 - 3.1.3 OptiPlex 3050 All-in-One Series with pre-loaded software
 - 3.1.4 iButton Security Key

- 3.1.5 iButton Programmer and iButton Key Switch & Cat5 RJ 45 Cables used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.
- 3.2 **ImageCast® Software.** 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®.
- 3.3 **ImageCast® X (“ICX”).**
- 3.3.1 **Application:** ImageCast X BMD is a touchscreen in-person voting device and ballot marking device. Voting sessions are initiated on the tablet by either a smart card or the entry of a numeric code based on activation. The ballot is loaded directly onto the standalone device. All voting activity is performed at the tablet, including accessible voting. Accessible voting interfaces connect to the tablet via an Audio Tactile Interface or ATI. For all modes of voting, after the voter reviews the ballot selections, a paper ballot is created for the voter from a printer in the voting booth. The printed ballot contains a written summary of the voter’s choices, as well as a 2D barcode which is read by Dominion’s ImageCast Precinct or Central tabulator. No votes are stored on the ImageCast X-BMD unit. All votes can be tabulated and stored on the ImageCast Central.
- 3.3.2 **Components:** ImageCast X BMD is composed of a 21” Avalue touchscreen, Android OS 4.4.4, DC 19V input, HP LaserJet Pro M402dne laser printer, 6’ cable, 5 smart cards, and 8GB flash drive.
- 3.4 **Democracy Suite Light Software** consists of the following components:
- 3.4.1 **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.
- 3.4.2 **Results, Tally and Reporting (RTR)** Client Application is the application used for the tally, reporting and publishing of election results.
- 3.5 **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.

- 3.6 **Implementation Services and Training.** Dominion will provide the following training as described herein.
- 3.6.1 **Project Management Support.** Dominion will provide project management support to oversee the general operations of the project through the Agreement Term. The project manager 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. Any changes to the project schedule must be mutually agreed to by both Parties and such agreement shall not be unreasonably withheld.
 - 3.6.2 **ImageCast® X** – This training introduces the ImageCast® X system with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, Election Day setup and operation, and troubleshooting.
 - 3.6.3 **ImageCast® ICC** – This training introduces the ImageCast® ICC with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, ballot scanning operation, and troubleshooting.
 - 3.6.4 **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 restoring election project backups, creating ICX, ICC and ICXVA files, tally and reporting.
 - 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.
- 3.7 ***Election Ballot Definition Setup.*** Dominion shall provide election setup services and support for the election database creation and ballot review for 2 Elections. Ballot definition services will be provided in English and Spanish 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.
- 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.
- 3.11 ***Disposal of Present Voting Systems.*** Dominion and County agree that Dominion shall dispose of the present voting machines possessed by the Customer at no cost to Customer and in accordance with HAVA specifications.

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 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 license fees set forth in Exhibit A of this 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 California, 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 California.

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 California certification requirements and election laws (collectively the "Requirements") in effect as of the date the Software is certified by the State of California. This provision applies to the initially installed Software as well as any subsequent upgrades pursuant to Section 3 herein. However, the Licensor will not be required to make modifications to the Software or System as a result of changes in the Requirements. The foregoing warranty will be void in the event of the Software (i) having been modified by any party other than Licensor or (ii) having been used by the Licensee for purposes other than those for which the Software was designed by Licensor. If Licensor establishes that 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 California.

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

7.4. NO OTHER WARRANTIES. 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.

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

for

Software Imbedded in a Sorter purchased from BlueCrest ("Operating Software") and/or any Software Licensee May Elect to License in connection with such Sorter ("Application Software"). Application Software includes, but is not limited to, ReliaVote, SortEngine, OCR, AddressScript, and UMove

THIS SOFTWARE LICENSE AND MAINTENANCE AGREEMENT is between DMT Solutions Global Corporation d/b/a BlueCrest, a Delaware corporation, with offices at 37 Executive Drive, Danbury, Connecticut 06810, ("BlueCrest") and County of Riverside, a political subdivision of the State of California the customer ("Licensee") named in the Purchase Agreement ("Purchase Agreement") or sorter lease agreement (which agreement may include financing provisions) ("Lease Agreement") with BlueCrest or one of its affiliates relating to one or more of the imbedded sorter software products named above (whichever of the Purchase Agreement or the Lease Agreement is applicable is referred to herein as the "Purchase/Lease Agreement"). The terms of this Agreement are in addition to, and do not supersede, the terms of the Purchase/Lease Agreement, except that, with respect to the BlueCrest Software (as defined in Section 1.1 below), this Agreement does supersede those portions of the Purchase/Lease Agreement that refer expressly to software (other than those portions that relate to financing with respect to the Licensed Software). In the event of a conflict between the terms of this Agreement and the Purchase/Lease Agreement with respect to the BlueCrest Software, the terms of this Agreement shall control. LICENSEE'S SIGNATURE BELOW, OR USE OR CONTINUED USE OF THE BLUECREST SOFTWARE, CONSTITUTES LICENSEE'S AGREEMENT TO THIS SOFTWARE LICENSE AGREEMENT.

This Agreement is comprised of the following documents:

- a. SOFTWARE LICENSE AND MAINTENANCE AGREEMENT
- b. EXHIBIT A- SOFTWARE MAINTENANCE
- c. EXHIBIT B- THIRD PARTY APPLICATION SOFTWARE
- d. EXHIBIT C- ELECTED SUPPORT OPTION DETIALS AND PRICE
- e. EXHIBIT D- PRODUCTS AND LOCATION(S)

1 LICENSE

1.1 License Grant and Term: BlueCrest grants to Licensee, pursuant to, and subject to Licensee's compliance with, the terms and conditions set forth in this Agreement and subject to payment of all applicable license fees relating to the Operating and Application Software (collectively "BlueCrest Software"), and Licensee accepts a non-exclusive, non-transferable license to use the BlueCrest Software for the Term (the "License"). **Term:** Unless terminated as provided herein, the term of the License for the Software shall commence on the acceptance of the Vantage Sorter and shall continue for the service periods as defined per Exhibit C.

Application Software provided hereunder requires Licensee to provide testing materials to the United States Postal Service ("USPS") for purposes of ensuring MERLIN compliance. BlueCrest assumes no liability for Licensee's failure to obtain USPS approval.

1.2 Software Use: Licensee is authorized to use the BlueCrest Software solely for its own internal operations on the sorter indicated in the Purchase/Lease Agreement, this Agreement or any applicable Statement of Work or similar agreement between BlueCrest and Licensee with respect to the BlueCrest Software.

1.3 Backup Copies: Licensee shall have the right to make no more than one copy of the BlueCrest Software solely for backup and archival purposes and exclusively for Licensee's internal use provided that such copies include all original copyright and other proprietary notices.

1.3 Fees: Commencing on the equipment delivery date and acceptance date, Licensee shall pay to BlueCrest the license and maintenance charges described in the Purchase/Lease Agreement or if applicable, Exhibit C attached hereto. For any Software Maintenance provided after the first year, pricing will be reviewed on an annual basis. In the event Software Maintenance is terminated by Licensee, Licensee's license rights hereunder shall also terminate.

BlueCrest will invoice Licensee for annual license and maintenance charges (or for any *pro rata* portion thereof) on the delivery date and on each subsequent anniversary thereof. Any invoice not paid within thirty (30) business days of such timeframe shall carry a late charge at the rate of 1.5% per month from the date such payment is due until paid in full. If Licensee upgrades to a new release, *i.e.*, major enhancements and/or new functionality of the programs licensed by BlueCrest, the software

maintenance services provided hereunder may be transferred to the new release at the then current subscription fee for the new release less credit for fees previously paid hereunder.

2 WARRANTY

2.1 Warranty: BlueCrest warrants during the Warranty Period that the BlueCrest Software will conform to all substantial operational functions of the BlueCrest Software described in any documentation provided if installed and used in the operating environment specified therein. The "**Warranty Period**" for the BlueCrest Software is ninety (90) days from the date of delivery and acceptance. If the BlueCrest Software does not so conform during the Warranty Period, BlueCrest shall, at its option, (i) repair the BlueCrest Software or (ii) replace the BlueCrest Software. This warranty is void if the BlueCrest Software fails to perform as a result of accident, misuse, or due to use with hardware, software programs or non-qualifying databases of any party other than BlueCrest. To the extent that the BlueCrest Software requires current data to operate in accordance with the documentation, if Licensee does not obtain and install any necessary current data, this warranty is void.

2.2 Warranty Limitation: EXCEPT AS HEREIN SPECIFICALLY PROVIDED, THE BLUECREST SOFTWARE IS PROVIDED WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BLUECREST DOES NOT WARRANT THAT THE FUNCTION CONTAINED IN THE BLUECREST SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, OR THAT THE OPERATION OF THE BLUECREST SOFTWARE OR ANY DATABASE SUPPLIED WILL BE UNINTERRUPTED OR ERROR FREE.

3 PROPRIETARY RIGHTS

3.1 Ownership of BlueCrest Software. The BlueCrest Software and Materials, and all materials relating thereto (collectively, the "**BlueCrest Materials**") are proprietary to BlueCrest and/or its licensors and suppliers and shall remain the sole and exclusive property of BlueCrest and/or its licensors and suppliers. The BlueCrest Software and Materials are protected by United States copyright and international treaty provisions. Licensee shall not sell, transfer, publish, disclose, distribute, display, copy, use or otherwise make available the BlueCrest Materials or copies thereof to others except as expressly permitted in this Agreement. Licensee shall not remove, disfigure or alter any of the proprietary notices or trademarks incorporated into the BlueCrest Materials.

3.2 Security. Licensee shall not sell, transfer, publish, disclose, display, or otherwise make available any BlueCrest Software or copies thereof to others, unless requested by order of the court. Licensee acknowledges that the BlueCrest Software is a trade secret of BlueCrest or of the third parties under whose license BlueCrest provides the BlueCrest Software. Licensee agrees to secure and protect the BlueCrest Software and copies thereof in a manner consistent with maintenance of BlueCrest' rights therein and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder.

3.3 No Decompiling. Licensee agrees not to: (a) disassemble, decompile or otherwise reverse engineer the BlueCrest Software or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the BlueCrest Software; (b) alter or modify the BlueCrest Software or Materials or create derivative works therefrom; or (c) allow or assist others to do any of the foregoing. All rights in derivative works created by Licensee will be deemed to be the property of and owned by BlueCrest or the Third Party provider who provided such content.

4 SOFTWARE MAINTENANCE

4.1 Software Maintenance: Software Maintenance for the Operating Software shall be provided as part of the Licensee equipment warranty and/or equipment maintenance. Software Maintenance (as defined in Exhibit A) for Application Software is available at an additional charge for as long as BlueCrest makes such Software Maintenance generally available to its licensees of the BlueCrest Software.

5 LIABILITY

5.1 Limitation of Liability: BLUECREST' ENTIRE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY SHALL BE THE REPLACEMENT OF ANY BLUECREST SOFTWARE. IF BLUECREST IS UNABLE TO DELIVER SUCH A REPLACEMENT, LICENSEE MAY TERMINATE THIS AGREEMENT BY RETURNING THE BLUECREST SOFTWARE, AND THE LICENSE FEE FOR ANY UNUSED PERIOD WILL BE REFUNDED. LICENSEE AGREES THAT BLUECREST' LIABILITY FOR USE OF THE BLUECREST SOFTWARE BY LICENSEE OR ANY THIRD PARTY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OF WARRANTY, OR

OTHERWISE, SHALL NOT EXCEED AMOUNTS PAID BY LICENSEE FOR THE PARTICULAR BLUECREST SOFTWARE.

5.1.1 **Indemnification:** Licensor will indemnify, defend and hold Licensee, its officers, directors and employees, harmless from all losses, damages, and reasonable costs and expenses to the extent they arise out of a claim by a third party that the Licensed Products, when used in accordance with the Documentation and in compliance with this Agreement and the applicable Order(s), infringe or misappropriate any copyright, trade secret, trademark or patent registered or valid within the country the Licensed Products are authorized to be installed as set out in the applicable Order. Licensor will have control of the defense and will defend at its own expense, any claim or litigation to which this indemnity relates, including the right to settle any such claim. Licensee must notify Licensor promptly of any such claim and provide reasonable cooperation to Licensor, upon Licensor's request and at Licensor's cost, to defend such claim. Licensor will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Licensee may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

b) If the Licensed Products are subject to a claim of infringement or misappropriation, or if Licensor reasonably believes that the Licensed Products may be subject to such a claim, Licensor reserves the right to: (i) replace the Licensed Products with functionally equivalent Licensed Products; (ii) modify such Licensed Products while retaining substantively equivalent functionality; (iii) procure at no cost to Licensee the right to continue to use such Licensed Products; or (iv) if the foregoing is not commercially reasonable, direct Licensee to terminate use of such Licensed Products. If Licensor directs Licensee to terminate use of such Licensed Products (or a permanent injunction is issued against such use), Licensee will immediately terminate such use and Licensee's remedies, in addition to the indemnification set out herein, will be limited to a pro rata refund of the current maintenance and Data Update fees unused at the time of termination plus license fees previously paid for such Licensed Products that are subject to the infringement or misappropriation claim based on: (i) a term of sixty (60) months following execution of the applicable Order for a perpetual license; or (ii) any pre-paid but unused license fees for the balance of a limited term license.

c) Licensor will have no obligation to indemnify Licensee under this Section 7 if the infringement or misappropriation results from Licensee's: (i) modification of the Licensed Products; (ii) combination, operation or use of the Licensed Products with non-Licensor software\data products if such claim of infringement or misappropriation would have been avoided had such combination, operation or use not occurred; (iii) use of the Licensed Products in breach of this Agreement or an Order to the extent the breach gives rise to the claim; or (iv) use of other than the most current release of the Licensed Products if such claim of infringement or misappropriation could have been avoided by Licensee's use of such current release of the Licensed Products, provided Licensor delivered such superseding version to Licensee at no additional cost and notified Licensee of the need to use such version.

5.2 Excluded Damages: IN NO EVENT WILL BLUECREST BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOST PROFITS, ARISING OUT OF THE USE OR PERFORMANCE OF SUCH BLUECREST SOFTWARE, EVEN IF BLUECREST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6 TERMINATION

6.1 Termination: This Agreement will terminate automatically if any term of this Agreement is violated by Licensee. Termination of the license shall be in addition to, and not in lieu of any other legal or equitable remedy available to BlueCrest. This Agreement may be terminated with or without cause by Licensee upon providing BlueCrest with ninety (90) days written notice.

6.2 Injunctive Relief: Licensee acknowledges that any breach of its obligations under this Agreement with respect to BlueCrest' or a third party's proprietary rights or confidential information will cause BlueCrest and/or such third party irreparable injury for which there exists no adequate remedies at law, and therefore BlueCrest shall be entitled to injunctive relief, without the posting of any bond, in addition to all other remedies provided by this Agreement or available at law.

6.3 Survival: The following shall survive termination of this Agreement: Sections 1.4, 2.2, 3, 5, 6.2, 6.3, 7 and 8.

7 MISCELLANEOUS

7.1 Governing Law: This Agreement and the rights and duties set forth herein, shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California.

7.2 Severability: If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.

7.3 Modifications: This Agreement may not be modified or amended in any way except in writing signed by duly authorized representatives of BlueCrest and Licensee or as otherwise expressly provided herein. In no event shall terms contained in any Licensee purchase order be made a part of or supersede this Agreement.

7.4 Non-waiver: A waiver of any breach or default under this Agreement shall not constitute a waiver of any other or subsequent breach or default. Failure or delay by either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.

7.5 Binding Effect; Assignment: This Agreement shall be binding on and inure to the benefit of parties hereto and their respective successors and permitted assigns. Licensee may not assign this Agreement or assign, sublicense or transfer any of its rights hereunder without the prior written consent of BlueCrest. In addition, for certain Application Software, the Third Party Content Provider may have to consent to the assignment of any licenses provided hereunder and an additional fee may apply.

7.6 Third Party Content: Various third party software and other documentation ("**Third Party Content**") may have been incorporated into the BlueCrest Software and/or the Materials by BlueCrest under permission from BlueCrest' licensors and suppliers. Certain Third Party Content provided hereunder requires Licensee be certified by the United States Postal Services. Licensee's failure to obtain such certification shall not impact Licensee's obligation to pay to BlueCrest fees due hereunder. In addition, certain Third Party Content requires Licensee to agree to additional terms of use set forth on Exhibit B hereto. If BlueCrest' license to any Third Party Content terminates, Licensee agrees: (a) that the Purchase/Lease Agreement and all other agreements related thereto (e.g. equipment or software maintenance agreements) shall remain in full force and effect in accordance with their terms; (b) to discontinue and/or return the terminated Third Party Content upon notice from BlueCrest; and (c) that BlueCrest shall have no further obligation with respect to such Third Party Content.

7.7 Export and Other Laws: Licensee agrees that, unless it has obtained prior written authorization from the United States Department of Commerce or is otherwise permitted by the United States Department of Commerce Export Administration Regulations and, in either case, has the prior written consent of BlueCrest, it will not export or otherwise disclose, directly or indirectly, any technology or software received from BlueCrest nor allow the direct product thereof to be shipped or to be disclosed, either directly or indirectly, to any destination that is prohibited by the United States Government or to a foreign national that is prohibited by the United States Government. Without limiting the foregoing, Licensee and BlueCrest shall comply with all applicable laws and regulations relating to the BlueCrest Software and its use. In addition, certain United States Postal Service regulations and/or rules prohibit the transfer of certain software outside of the United States.

8 ENTIRE AGREEMENT: This Agreement, the Purchase/Lease Agreement, any related statement of work, application design agreement or similar document signed by both BlueCrest and Licensee, and any other agreement between BlueCrest and Licensee expressly referred to herein contain the entire agreement of the parties with respect to the subject matter hereof and shall supersede any and all prior agreements, understandings, promises, representations or warranties made by one party to the other, whether oral or in writing, concerning the subject matter contained herein or the terms or conditions applicable hereto.

9 Notices: All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE
Registrar of Voters
2724 Gateway Drive
Riverside, CA 92507

CONTRACTOR
BlueCrest
37 Executive Drive
Danbury, Connecticut 06810-4148
Attn: President and CEO
Copy to General Counsel

10 **COUNTERPARTS:** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

11 **ALTERATION OR CHANGES TO THE AGREEMENT:** The County of Riverside Board of Supervisors and the County Purchasing Agent and/or his designee is the only authorized County representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Order price and/or the Order shall be modified by written amendment accordingly.

12 **FORCE MAJEURE:** In case by reason of force majeure either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then except as otherwise expressly provided in this Agreement, if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice (other than the obligations pertaining to Indemnification, Section 5.1.1 herein), so far as they are affected by such force majeure, shall be suspended during the continuance of the inability then claimed which shall include a reasonable time for the removal of the effect thereof, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure," as employed herein, shall mean any cause beyond the reasonable control of either party hereto and shall include, but shall not be limited to, labor disputes or other industrial disturbances, systemic electrical, telecommunications or other utility failures, earthquakes, hurricanes, tornadoes or other acts of nature, embargoes, riots, acts or orders of government, acts of terrorism or war.

13 **RECORDS AND DOCUMENTS:** BlueCrest shall make available, upon written request by any duly authorized Federal, State, or County agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of BlueCrest's costs related to this Agreement. All such books, documents and records shall be maintained by BlueCrest for at least five years following termination of this Agreement and be available for audit by the County. BlueCrest shall provide to the County reports and information related to this Agreement as requested by County.

LICENSEE HAS READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ABIDE BY ITS TERMS.

COUNTY OF RIVERSIDE, a political subdivision
of the State of California

BLUECREST

By: 

By: 

Name: Kevin Jeffries

Name: Susan Gabrielsen

Title: Chairman, Board of Supervisors

Title: SVP, North America Sales

Date: JUN 18 2019

Date: August 5, 2019

ATTEST:
Kecia Harper
Clerk of the Board

By:  , Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
David McCarthy
Deputy County Counsel

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LICENSEE HAS READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ABIDE BY ITS TERMS.

COUNTY OF RIVERSIDE, a political subdivision
of the State of California

BLUECREST

By: 

By: _____

Name: Kevin Jeffries

Name: Grant Miller

Title: Chairman, Board of Supervisors

Title: President and CEO

Date: JUN 18 2019

Date: _____

ATTEST:
Kecia Harper
Clerk of the Board

By:  Keneil Burton, deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
David McCarthy
Deputy County Counsel

EXHIBIT A

SOFTWARE MAINTENANCE

Software maintenance terms

If Licensee has elected to purchase maintenance from or has included maintenance in its lease payments to BlueCrest for the software licensed hereunder, the following additional terms and conditions shall apply:

1. Services Provided. BlueCrest shall provide the following support services:

(a) Error Correction. BlueCrest shall attempt to correct documented errors in the Software. Errors must be reported to BlueCrest within a reasonable time and must be repeatable by BlueCrest. BlueCrest shall, as expeditiously as possible, use its best efforts to correct such errors, or to provide a software patch or bypass around such error. No warranty is made that all errors can or will be corrected. Licensee shall provide BlueCrest with reasonable direct and/or remote access to Licensee's equipment, the Software and all relevant documentation and records, and shall provide such reasonable assistance as BlueCrest may request, including, but not limited to, providing sample output and other diagnostic information.

(b) Updates. BlueCrest shall provide Licensee, at no additional cost, error corrections, modification or minor enhancements (herein called "Updates") for the Software when such Updates are developed or published by BlueCrest and made generally available to other licensees of the Software. All Updates shall become part of the Software and shall be subject to the terms of this Agreement. Any new products developed or published by BlueCrest will be offered to Licensee at BlueCrest's then current rates. Determination of whether specific software programs are Updates or new products shall be made solely and exclusively by BlueCrest.

(c) USPS Address Data Directory. BlueCrest shall provide Data Directory updates to be installed by you on a bi-monthly basis to satisfy USPS requirements.

(d) Sorting Software. BlueCrest shall provide Sorting updates to Licensee as required by the USPS, including all postal rates and classification changes.

(e) Telephone Support Service. BlueCrest will provide sixteen (16), five (5) days a week Monday thru Friday 6am to 9pm to discuss technical and operational issues pertaining to Software (must have an active Helpdesk agreement which is included and made part of the County of Riverside agreement ON-CALL EQUIPMENT MAINTENANCE AGREEMENT).

(f) If BlueCrest determines an error to be an application error and is unable to correct the error after three (3) attempts, BlueCrest will replace software at no cost to Licensee.

2. Licensee Responsibilities.

(a) Operation. Licensee is responsible for properly managing and operating the Software.

(b) Modifications by Licensee. In no event shall BlueCrest be responsible to correct any errors or damages resulting from Licensee's unauthorized changes or modifications of the Software.

(c) Uninstalled Updates. Support services shall only be offered with the most current version of the Software. BlueCrest shall not be responsible for correcting any alleged error if the Licensee has failed to incorporate any Update, which has been made available by BlueCrest.

3. Charges for Maintenance and Support.

(a) Commencing on the equipment delivery date and acceptance date, Licensee shall pay to BlueCrest the maintenance charges described in the Agreement to which this is an exhibit. Pricing will be reviewed on an annual basis.

(b) In the event maintenance is not included in Licensee's lease payment to BlueCrest, BlueCrest will invoice Licensee for annual maintenance charges (or for any *pro rata* portion thereof) on the delivery date and acceptance date and on each subsequent anniversary thereof. Any invoice not paid within thirty (30) business days of such timeframe shall carry a late charge at the rate of 1.5% per month from the date such payment is due until paid in full.

(c) If Licensee upgrades to a new release, *i.e.*, major enhancements and/or new functionality of the programs licensed by BlueCrest, the software maintenance services provided hereunder may be transferred to the new release at the then current subscription fee for the new release less credit for fees previously paid hereunder.

EXHIBIT B

The following terms apply if Licensee licenses certain third party Application Software hereunder

Software provided by RAF, Inc. and Parascript and/or its successors and assigns is subject to the following additional terms and conditions.

Directories. Due to United States Postal Service regulations, Licensee, depending on which Licensed Product is being used, must use a current Zip+4 directory ("Directory") to operate the Licensed Software within the mail transport product. The Licensed Software will not operate without a current Directory which is compatible with the Licensed Software. BlueCrest, on behalf of Firstlogic and/or its successors and assigns, supplies updated Directories on an annual basis to Licensees for whom such service is subscribed and for whom the annual software maintenance fee set forth in the Sale/Lease Agreement is timely paid. In order to continue receiving the Directory updates, the software maintenance must be renewed each year and another annual software maintenance fee paid to BlueCrest. During the term of this Agreement, BlueCrest will supply Directory updates to each Licensee for such periods for which the applicable Annual Subscription Fees are received by BlueCrest. PAYMENT OF THE APPLICABLE ANNUAL SUBSCRIPTION FEES FOR EACH LICENSEE IS REQUIRED TO OPERATE THE LICENSED SOFTWARE WITHIN THE LICENSEE APPLICATION.

Software provided by RAF Corporation and/or its successors and assigns is subject to the following additional terms and conditions.

Dongles. RAF Corporation reserves the right to include a deactivation device ("dongle") in each copy of the Argosy Post Software. If included, the dongle will prevent the use of such Argosy Post Software until RAF furnishes the key which will activate the Argosy Post Software. Dongles are the property of RAF Corporation and are used to prevent unauthorized copying or use of the Argosy Post Software. Dongles may not be transferred between Licensee unless the corresponding software is transferred under the terms of this Agreement. Dongles remain the property of RAF and must be returned by Integrator to RAF upon expiration/termination of each Licensee account.

EXHIBIT C

Elected Support Option Details and Price

<i>Account</i>	<i>Customer</i>	<i>Type</i>	<i>Service Start Date</i>	<i>Service End Date</i>	<i>Fee</i>
<i>(Intentionally left blank-To be completed after equipment delivery date)</i>	County of Riverside Registrar of Voters	Reliavote Software RAF Binarizer PBMC	<i>(after equipment delivery and acceptance date)</i>	End date December 31, 2024	YR1 \$16,009
					YR2 \$16,009
					YR3 \$16,009
					YR4 \$16,009
					YR5 \$16,329
Total Amount					\$80,365

** Year 1 term is to be prorated based on installation and acceptance of equipment**

**Exhibit D
Products and Location(s)**

Products model and serial number: (To be updated after installation of new equipment)

PRODUCT(S)	LOCATION(S)
<p>Vantage Sorter #1:</p> <ul style="list-style-type: none"> • NEW VANTAGE SORTING SYSTEM • 48 BINS, 4 TIER, SINGLE SIDED • 3D MEASUREMENT • SEPARATOR CARD OPTION • DOUBLE FEED DETECTION • PRINTER, BLACK, FRONT • LABEL PRINTER • REPORT PRINTER • THERMAL TRANSFER LABEL PRINTER • HAND SCANNER • RELIA-VOTE INBOUND SOFTWARE • UPDATED SITE SERVER WITH SQL SERVER • WABCR SW • IMAGE ARCHIVE SW • ADD ADDITIONAL SORTER (VANTAGE) TO EXISTING RELIA-VOTE ENVIRONMENT • INSTALLATION SUPPORT 	<p align="center">Registrar of Voters 2724 Gateway Drive Riverside, CA 92507</p>

ON-CALL EQUIPMENT MAINTENANCE AGREEMENT

Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147

This Maintenance Agreement (the "Agreement") is made and entered into as of the 18th day of June 2019 by and between DMT Solutions Global Corporation d/b/a BlueCrest, having a place of business at 37 Executive Drive, Danbury, Connecticut 06810-4148 ("BlueCrest"), and County of Riverside, a political subdivision of the State of California, having a place of business at 2724 Gateway drive, Riverside, CA 92507 ("Client").

This Agreement is comprised of the following documents:

- a. SCHEDULE A- EQUIPMENT COVERED UNDER MAINTENANCE AGREEMENT
- b. SCHEDULE B- PRICING

1. SCOPE AND TERM OF AGREEMENT

1.1 This Agreement is for maintenance of the products described in Schedule A (the "Products").

1.2 This Agreement shall be effective as of the date described in Schedule A ("Service Date") and shall continue for an initial term with an end date of December 31, 2024. First year of term will be prorated based on installation and acceptance date. In the event Client elects to terminate this Agreement without cause prior to the expiration of the then-current term, no pro-rata refund will be provided, even if any prepaid hours of service have not yet been performed by BlueCrest.

1.3 Notwithstanding anything contained herein to the contrary, BlueCrest may terminate this Agreement upon sixty (60) business days written notice to Client if Client breaches the payment provision of this Agreement and such payment breach is not cured within ten (10) business days after receipt of written notice of such breach from BlueCrest.

2. BASIC SERVICE SUPPORT

2.1 BlueCrest shall perform such maintenance services with respect to Products, including providing adequately trained and qualified Client Service Representatives ("CSRs"), as described in Schedule B hereto.

2.2 Maintenance activities will include reasonable remedial maintenance and preventative maintenance necessitated by normal usage. Remedial maintenance will include replacement of parts, excluding consumable parts, and machine enhancements. Parts provided hereunder shall be new or equivalent to new including refurbished parts.

2.3 Preventative maintenance will consist of inspecting, cleaning and periodically lubricating various components as well as replacing any worn parts. BlueCrest shall inform Client in writing of the timing and nature of preventative maintenance required and BlueCrest and Client shall mutually agree on the scheduled time for CSRs to perform the preventative maintenance. BlueCrest shall use commercially reasonable efforts to conduct preventative maintenance as scheduled. Client shall make the Products reasonably available to BlueCrest for preventative maintenance.

2.4 Software and firmware maintenance shall be provided by BlueCrest under this Agreement as set forth in Schedule A.

2.5 Notwithstanding anything in this Agreement to the contrary, BlueCrest will not be responsible: (i) for maintaining any Products that Client has failed to operate under suitable temperature, humidity, line voltage, or any specified environmental conditions; (ii) if reasonable care is not used in handling, operating, and maintaining the Product; (iii) if the Product is not used in accordance with the agreed applications and for the ordinary purpose for which it is designed; (iv) if the inability of any Product to perform is due to any act or failure to act on the part of Client, including without limitation, any alteration of or adding components to any Product; (v) unqualified operators' use of the Product; (vi) use of the Product in a manner not intended; (vii) use of the Product to process applications not previously approved in writing by BlueCrest; or (viii) use of damaged materials, such as paper or envelopes. If BlueCrest performs any repairs or maintenance as a result of any of the foregoing, the Client shall pay BlueCrest at BlueCrest's normal rates in effect at such time. Client shall promptly notify BlueCrest of any unauthorized alteration of or addition to the Product that occurred after Client accepted the Product. BlueCrest will not be required to maintain Products that have become obsolete, either due to age, discontinuance of Product's manufacture or irreparability. BlueCrest shall make recommendations to Client regarding the replacement or refurbishment of such obsolete Products.

2.6 Service outside of the contracted hours or beyond what is described in Schedule B will be provided at BlueCrest's rates in effect at such time.

2.7 Obsolescence

From time to time, BlueCrest may provide notice to Client of its election, in its sole discretion, to terminate support for certain hardware, software, servers and/or databases due to obsolescence, end of life or a third party manufacturer's election to discontinue certain servers, platforms and/or software (collectively "Obsolescence"). Notice shall be provided in writing to the Client and with reasonable advance notice to enable a substitute vendor/contractor to be retained. In the event Client's support is terminated due to Obsolescence, Client will be provided a pro-rata refund for any amounts prepaid for maintenance for the obsolete hardware or software. In the event of a termination due to Obsolescence, Client will be provided an option to replace the obsolete software, servers and/or databases with replacements that meet or exceed Client's original system requirements, provided; however, additional costs, including but not limited to installation and support fees associated with the new solution may apply.

Parts and/or assemblies for the obsolete products described above or for products not sold as new will be provided only if available.

2.8 Nonsolicitation

Client agrees that during the term of this Agreement and for a period of six (6) months after the termination of this Agreement, it will not hire or solicit for employment any employee with whom it has had contact in connection with the performance of this Agreement, provided, however, that the foregoing provision shall not prevent Client from (a) employing any such employee where the first contact between it and the employee with regard to employment is made by the employee on his or her own initiative without any direct or indirect solicitation by or encouragement from Client, (b) placing any public advertisement or general solicitation that is not targeted at any such employee specifically or employees of Document Messaging Technologies generally (a "General Solicitation") or (c) hiring any such employee where the first contact between Client and the employee with regard to employment is made by the employee on his or her own initiative in response to a General Solicitation and without any other direct or indirect solicitation or encouragement from Client. The provisions of this Section 2.8 shall survive termination of this Agreement as necessary to affect its purpose.

3. MAINTENANCE CHARGES AND PAYMENTS

3.1 Commencing on the Service Date, Client shall pay to BlueCrest the maintenance charges described in Schedule B. Pricing will be reviewed on an annual basis and BlueCrest shall notify Client in writing of any price increases not less than thirty (30) days prior to the end of the then-current term. Pricing is based on Schedule B. Within thirty (30) days after its receipt of such notice, Client may terminate this Agreement by delivering to BlueCrest written notice of its desire to terminate, which notice must include the Client account number and be sent to BlueCrest at the address on page 1, Attention: Finance, by certified mail, return receipt requested. Any such termination by Client shall be effective ten (10) business days after BlueCrest's receipt of the notice of termination. If no such notice is received the Agreement shall continue at the rates contained in the notice sent to Client. In the event Client notifies BlueCrest that it desires to have additional Products covered under this Agreement, modifications to this Agreement will be made by mutual agreement.

3.2 BlueCrest will invoice Client for maintenance charges in advance (or for any *pro rata* portion thereof) as of the Service Date and annually thereafter. Such invoices are due thirty (30) business days after the date of the invoice. If Client payment is not made in full on or before its due date, Client will pay BlueCrest a late payment administrative fee on the delinquent payments in the amount of 1.5% per month (or the maximum rate allowed by law) until paid in full. For each dishonored or returned payment, Client will pay BlueCrest the applicable returned item fee. In the event that charges due and owing have not been paid by Client and BlueCrest brings an action to collect such charges, Client shall pay BlueCrest for all costs and fees (including reasonable attorneys' fees) incurred in the collection

of any unpaid amount. Every reasonable attempt to resolve disputed invoices shall be made initially at the lowest management level and if unresolved shall proceed to the next higher management level. No action to collect disputed invoices shall be brought unless and until every reasonable effort has been made to resolve the matter.

3.3 For Products added after the Service Date, BlueCrest will invoice Client for monthly maintenance charges on a *pro rata* basis. Extended hours of coverage will also be invoiced by BlueCrest on a monthly basis.

3.4 BlueCrest will review the client volume each year and for any additional fees that result from annual volume overages Client will be billed according to Schedule B.

4. OUTAGES

4.1 Once at the Client site, the CSR has sixty (60) minutes to diagnose the problem. Once the problem is diagnosed, a time estimate for resolution shall be provided to the Client.

4.2 If the problem is not diagnosed within sixty (60) minutes, the CSR will escalate to a Region Technical Specialist ("RTS") and the service manager. The RTS shall try to diagnose the problem over the phone based on the symptoms described by the site CSR. A decision will be made by the senior CSR to go to the site if unresolved. The Client and service manager shall be notified of the status as well as the estimated time of arrival of the senior CSR.

4.3 Once at the Client site, the Senior CSR has sixty (60) minutes to diagnose the problem. If the senior CSR does not diagnose the problem, the Service Manager, and the Division Director shall be notified for the purpose of determining whether additional support is required.

4.4 If parts are required for diagnoses, confirmation on parts availability must be made and the Client, as well as service management, must be informed.

5. TERMS AND CONDITIONS

5.1 Taxes. Client shall pay all federal, state and local sales, use, property and excise taxes imposed on or with respect to this Agreement or the services provided hereunder.

5.2 Indemnification

(a) BlueCrest shall indemnify and hold harmless the Client and Clients Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, action or damage whatsoever, based or asserted upon any services or actions of BlueCrest, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. BlueCrest shall defend, at its sole expense, all costs and fees (including but not limited to attorney fees, cost

of investigation, defense and including settlements or awards) the Client and Clients Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions. With respect to any action or claim subject to indemnification herein by BlueCrest shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Client; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BlueCrest indemnification to County as set forth herein. BlueCrest's obligation hereunder shall be satisfied when BlueCrest has provided to Client the appropriate form of dismissal relieving Client from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe BlueCrest's obligations to indemnify and hold harmless the Client.

(b) In the event that Client becomes aware of any claim alleging bodily injury or death or tangible property damage as described above, Client shall immediately notify BlueCrest. BlueCrest shall have the right and option in the first instance, through counsel of its own choosing and its own expense, to deal with, defend, settle or compromise any such claim. If BlueCrest does not appoint counsel to deal with, defend, settle or compromise any such claim after receiving notice thereof, Client may then deal with, defend, settle or compromise such claim through counsel of its own choosing at the expense of BlueCrest. In such event, (1) Client shall be permitted to control the defense of such claim and shall keep BlueCrest advised with respect to the conduct of such defense, settlement or compromise; (2) any settlement or compromise shall be for the account of BlueCrest; and (3) no settlement or compromise shall be made without the prior written consent of BlueCrest, which consent shall not be unreasonably withheld.

5.3 Default

If a material breach by either party of any of its obligations or responsibilities under this Agreement is not cured within thirty (30) days after the other party notifies the breaching party thereof, the non-breaching party may by notice to the breaching party terminate this Agreement.

5.4 Limitation of Liability

a. BLUECREST'S TOTAL LIABILITY FOR ANY COST, LOSS DAMAGE OR OTHER POTENTIAL OR ACTUAL EXPENSES ARISING DIRECTLY OUT OF THE EXECUTION, PERFORMANCE OR SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE PAYMENTS MADE BY CLIENT TO BLUECREST HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENTS GIVING RISE TO THE CLAIM. REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, BLUECREST SHALL IN NO EVENT BE LIABLE FOR ANY DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR FOR INCIDENTAL,

CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF BLUECREST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, BLUECREST SHALL NOT IN ANY EVENT BE LIABLE FOR ANY CLAIMS OF ANY KIND, ASSERTED BY CLIENT OR ANY THIRD PARTY, CAUSED BY THE REMOVAL, MODIFICATION, FAILURE TO MAINTAIN OR BY-PASSING OF BUILT-IN SAFETY FEATURES BY CLIENT.

5.5 Force Majeure

Neither party shall be liable for any delays in performance hereunder due to unforeseen circumstances beyond its control, including, but not limited to, acts of nature, governments, or terrorists, labor disputes, delays in transportation, or delivery, or inability of suppliers to deliver.

5.6 Independent Contractor Relationship

Services by BlueCrest's employees, or persons under contract to BlueCrest, shall be performed hereunder as independent contractors of Client, and no such employees or persons doing such work or subcontractors shall be considered employees of Client.

5.7 Complete Agreement

This Agreement, along with the Schedules attached hereto, shall be the total and complete understanding of the parties, as to the subject matter of the Agreement, superseding all prior negotiations and discussions between the parties and cannot be modified, waived or amended except as agreed to in writing by both parties.

5.8 Miscellaneous

This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the No Other Warranties. BLUECREST 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.

(a) BlueCrest and this Agreement are subject to the laws of the State of California and the United States of America, and regulations promulgated thereto. Any provision in this Agreement required to be interpreted by any applicable federal or state law, and regulations thereto, shall bind Client and BlueCrest, whether or not expressly provided in this Agreement. This Agreement shall be construed pursuant to the laws of the State of California. All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and

federal (if permitted by law and a Party elects to file an action in federal court) courts located in the County of Riverside, State of California.

(b) Failure to enforce any rights hereunder or under law, for three (3) years or less, shall not constitute a waiver of those or any other rights.

(c) Captions used herein are for the convenience of the parties and shall not be used in construing the meaning of this Agreement.

(d) If any of the provisions of this Agreement shall be invalid or unenforceable, such provision(s) shall not render the entire Agreement unenforceable or invalid but rather this Agreement shall be read and construed as if the invalid or unenforceable provision(s) are not contained therein, and the rights and obligations of the parties shall be construed and enforced accordingly.

(e) The terms and conditions of Sections 3, 5 and 6 of this Agreement shall survive the termination of this Agreement.

(f) This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and together they shall constitute one and the same instrument.

6. NOTIFICATIONS

Any notices or other communications pursuant to this Agreement by either party shall be communicated in writing, shall be effective upon receipt and shall be personally delivered or sent via U.S. registered or certified mail, first class postage prepaid. Any notices or communications shall be sent to the parties at their addresses set forth in this Agreement unless a party otherwise notifies the other party. Notices or communications to Client shall be sent to the attention of Client's Purchasing Agent. Notices or communications to BlueCrest shall be sent to the attention of President, BlueCrest.

7. INSURANCE

7.1 Without limiting or diminishing the BlueCrest's obligation to indemnify or hold the County harmless, BlueCrest shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If BlueCrest has employees as defined by the State of California, BlueCrest shall maintain statutory Workers'

Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of BlueCrest's performance of its obligations hereunder. Policy shall name the County as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then BlueCrest shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) If self-insured, BlueCrest must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, BlueCrest's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) BlueCrest shall cause BlueCrest's insurance carrier(s) to furnish the County of Riverside with a properly executed original Certificate(s) of Insurance and copies of Endorsements effecting coverage as required herein. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in

coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance copies of endorsements thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. BlueCrest shall not commence operations until the County has been furnished original Certificate (s) of Insurance and original copies of endorsements. An individual authorized by the insurance carrier shall sign the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that BlueCrest's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the County reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by BlueCrest has become inadequate.

6) BlueCrest shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

8) BlueCrest agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

8. ALTERATION OR CHANGES TO THE AGREEMENT

The County of Riverside Board of Supervisors and the County Purchasing Agent and/or his designee is the only authorized County representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Order price and/or the Order shall be modified by written amendment accordingly.

9. OWNERSHIP/USE OF CONTRACT MATERIALS AND PRODUCTS

Ownership and IP rights for any products, software or work performed under this agreement shall remain with BlueCrest. The County shall have the non-exclusive, perpetual right to use any created work products unless specifically identified and so stated otherwise in a development agreement between the parties. The County may use software, pursuant to the terms and conditions of the specific BlueCrest software agreement.

11. RECORDS AND DOCUMENTS

BlueCrest shall make available, upon written request by any duly authorized Federal, State, or County agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the BlueCrest's costs related to this Agreement. All such books, documents and records shall be maintained by BlueCrest for at least five years following termination of this Agreement and be available for audit by the County. BlueCrest shall provide to the County reports and information related to this Agreement as requested by County.

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement on behalf of the parties as of the date first above written.

COUNTY OF RIVERSIDE, a political subdivision
of the State of California

BLUECREST

By: 

Name: Kevin Jeffries

Title: Chairman, Board of Supervisors

Date: JUL 18 2019

By: 

Name: Susan Gabrielsen

Title: SVP, North America Sales

Date: August 5, 2019

ATTEST:

Kecia Harper
Clerk of the Board

By: 

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
David McCarthy
Deputy County Counsel

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement on behalf of the parties as of the date first above written.

COUNTY OF RIVERSIDE, a political subdivision
of the State of California

BLUECREST

By: 

Name: Kevin Jeffries

Title: Chairman, Board of Supervisors

Date: _____

By: _____

Name: Grant Miller

Title: President and CEO

Date: _____

ATTEST:

Kecia Harper
Clerk of the Board

By:  Kallen Boyton, Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 

David McCarthy
Deputy County Counsel

SCHEDULE A

EQUIPMENT COVERED UNDER MAINTENANCE AGREEMENT:

Products model and serial number: (Intentionally left blank-To be completed after installation of new equipment)

Product Model	Serial Number
Vantage Sorter	(Intentionally left blank-To be completed after installation of equipment)

Location: County of Riverside
 2724 Gateway Drive
 Riverside, CA 92507-0918

Service Date: Start date for service as per section 2 Basic Service Support and Schedule B of this agreement is after the installation and acceptance of the equipment through December 31, 2024.

SCHEDULE B

PRICING

Service Provided: Help Desk, On Site Coverage and Parts Support

Pricing is for:

3 elections per year with a projected number of annual ballots processed = 1,104,000*

- (Volume to be spread over two sorters)*

Annual maintenance fee =
YR1 \$ 27,953**(initial pricing to be prorated based on install and acceptance date)
YR2 \$ 27,953**(initial pricing)
YR3 \$ 28,512**(initial pricing)
YR4 \$ 29,082**(initial pricing)
YR5 \$ 29,664**(initial pricing)

** Each year, volume will be reviewed to ensure the actual volume does not exceed projected**

If the projected ballot amount is over 1,104,000 to 3,000,000 the parts coverage is \$19,000 a year.

Over 3,000,000 a year, requires a custom quote for parts coverage.

Pricing for additional On Site Coverage: see rate table below.

Price includes: On-call service coverage, parts and labor, Monday through Friday 8:00am – 5:00pm excluding BlueCrest observed holidays.

Extended Hours of Coverage at the rates described in the table below:

BlueCrest shall invoice Client for any coverage requests outside of defined service personnel hours as follows.

- Coverage can be purchased per eight hour shift, per technician with two weeks prior written notice.
- Coverage during observed holidays can be purchased per eight hour shift, per technician with two weeks prior written notice.
- Coverage outside of defined service personnel hours requested without prior notification will be billed at the standard BlueCrest standby rates listed below. Stand-by charges reserve a technician to remain on-call outside service personnel hours for one shift, eight hours in length. Hourly charges are calculated from portal to portal, two hour minimum.

Stand By & Call Out - Random Basis (unless otherwise covered/stated)								
	<u>Sun</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thur</u>	<u>Fri</u>	<u>Sat</u>	<u>Hol</u>
1st Shift								
Standby	\$45.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.00	\$45.00
Call-out	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$675.00	\$1,350.00
Qtr. Hr.	\$112.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$84.35	\$168.75
2nd Shift								
Standby	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00
Call-out	\$900.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$675.00	\$1,350.00
Qtr. Hr.	\$112.50	\$56.25	\$56.25	\$56.25	\$56.25	\$56.25	\$84.35	\$168.75
3rd Shift								
Standby	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00
Call-out	\$900.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$675.00	\$1,350.00
Qtr. Hr.	\$112.50	\$56.25	\$56.25	\$56.25	\$56.25	\$56.25	\$84.35	\$168.75
Callout charges listed above cover minimum of two hours of time and are charged portal-to-portal The quarter hour increments represent what is charged after the initial 2 hours have been used								
Additional Onsite Shift Coverage (Rates per CSR per 8-hour shift)								
	<u>Sun</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thurs</u>	<u>Fri</u>	<u>Sat</u>	<u>Hol</u>
1st Shift	\$2,240.00	\$1,120.00	\$1,120.00	\$1,120.00	\$1,120.00	\$1,120.00	\$1,680.00	\$3,360.00
2 nd Shift	\$2,464.00	\$1,232.00	\$1,232.00	\$1,232.00	\$1,232.00	\$1,232.00	\$1,848.00	\$3,696.00
3rd Shift	\$2,576.00	\$1,288.00	\$1,288.00	\$1,288.00	\$1,288.00	\$1,288.00	\$1,932.00	\$3,864.00
Onsite Operator Training: \$5,046 Maximum class size is 4 students; 2 week prior written notice required.								

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: P. Berawidez

Address: _____
(only if follow-up mail response requested)

City: Riverside **Zip:** 92506

Phone #: 951-347-5556

Date: 6-18-79 **Agenda #** 3.37

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support **Oppose** **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

Support **Oppose** **Neutral**

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Perisiano Godoy

Address: _____
(only if follow-up mail response requested)

City: Perris **Zip:** 92571

Phone #: 951-345-8706

Date: 6-18-19 **Agenda #** 3.37

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:
 Support **Oppose** **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

Support **Oppose** **Neutral**

I give my 3 minutes to: _____

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