

VOTING SYSTEM AND MANAGED SERVICES AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND LEVY COUNTY SUPERVISOR OF ELECTIONS, FL

This Managed Services Agreement (the "Agreement"), dated 1-7-14, 2013 (the "Effective Date"), for voting system hardware services, software licenses and related services is made by and between Levy County, a political subdivision of the State of Florida, having its principal office located at 355 South Court Street, Bronson, FL 32621 (hereinafter the "Customer"), on behalf of the Levy County Supervisor of Elections (hereinafter "Supervisor"), having its principal office located at 421 South Court Street, Bronson, FL 32621, 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 issued a Request for Proposals for Voting Tabulation System Hardware and Software ("the RFP"), in accordance with the provisions of applicable procurement policies and procedures as required by State and local laws and regulations, in order for the Customer to purchase voting system hardware services, a software user license and related services; and

WHEREAS, Dominion designs, manufactures, licenses, and provides services for its voting systems, and Dominion submitted a Proposal in response to the RFP, and was subsequently selected by the Customer as the company to provide the goods and services requested by the RFP; and

WHEREAS, the Customer desires to acquire voting system hardware services, software user license and related services from Dominion, and Dominion desires to provide such services in accordance with the RFP, Dominion's Proposal, and subsequent negotiations between the Parties.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the terms and conditions set forth herein, the Parties agree as follows:

- 1. Composition of Agreement.** The RFP and the Proposal submitted by Dominion in response to the RFP on October 25, 2013 ("the Proposal"), on file with the Board of County Commissioners of Customer, are incorporated herein by this reference and form a part of this Agreement. Exhibits A and B are attached and incorporated herein by reference and form a part of this Agreement (the "Agreement"). This Agreement consists of the terms and conditions contained in the following sections, in the RFP and the Proposal and the listed Exhibits:

Exhibit A: Pricing/Payment Summary and Deliverables Description
Exhibit B: Software License Terms and Conditions

In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- a) This Agreement;
- b) Exhibit A;
- c) Exhibit B;
- d) The Proposal;
- e) The RFP.

2. Definitions. For the purposes of this Agreement, the following are defined terms:

- 2.1. "Acceptance" means the successful completion of the acceptance testing performed by the Customer on the Dominion Hardware and related Dominion Software, after delivery in accordance with testing criteria developed and updated from time to time by Dominion, or the occurrence of other events defined in Section 8.
- 2.2. "Dominion Software" means software and firmware programs licensed to the Customer by Dominion and any associated documentation including the following:
 - 2.2.1. "Democracy Suite[®] Software," Dominion's election management software associated with the ImageCast[®] voting system which includes Election Event Designer and Results Tally and Reporting.
 - 2.2.2. "ImageCast[®] Software," the software/firmware designed for use in the ImageCast[®] voting system.
- 2.3. "Dominion Hardware" means the ImageCast[®] Evolution Scanner and Tabulator (or "ICE"), the ImageCast[®] Central Scanner and associated third party workstation (or "ICC") as more specifically described in Exhibit A.
- 2.4. "Election" means a single election event administered by the Supervisor 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.
- 2.5. "Election Management System Hardware" or "EMS Hardware" means third party hardware required for operating Dominion Software as used in conjunction with the Dominion Hardware.
- 2.6. "License" has the meaning set forth in Section 7.
- 2.7. "Managed Services" shall mean all items to be provided by Dominion as described in this Agreement including the System, licenses, warranties, training and other related services.
- 2.8. "System" means the combination of Dominion Software, Dominion Hardware and EMS Hardware.

- 2.9. "Third Party Software" means software, other than the Dominion Software, which is owned by third parties, and 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, and report writing subroutines.
3. **Term of Agreement.** The "Term" of this Agreement shall begin on the Effective Date and shall continue until November 31, 2021.
4. **Dominion's Responsibilities.** Dominion shall:
- 4.1. Provide the Customer with the Managed Services as described in the Pricing Summary and Deliverables Description (Exhibit A).
 - 4.2. Provide the Customer with a Dominion Software use License as described in Exhibit B (Software License Terms).
 - 4.3. Provide the Customer with warranties as described herein.
 - 4.4. Appoint a Project Manager to oversee the general operations of the project. The project manager shall be responsible for arranging all meetings, visits and consultations between the Parties or between Dominion and the Supervisor and for all administrative matters such as invoices, payments and amendments. The project manager shall communicate with the Customer and the Supervisor as to the status of information, procedures and progress on the tasks set out in this Agreement and alert of any material change in such plans.
 - 4.5. Provide the Customer with one (1) reproducible electronic copy of the user documentation.
 - 4.6. Provide the most recent version of the System certified for use as a voting system in the Customer's State.
 - 4.7. Provide invoices to Customer pursuant to the payment schedule in Exhibit A and the payment terms described in Section 5.1 herein.
 - 4.8. Provide Customer with a sworn certification that the System has been certified by the State of Florida Division of Elections.
5. **Customer's Responsibilities.** Customer shall:
- 5.1. Pay invoices in a timely manner in accordance with the provisions of Sections 218.70 through 218.80, Fla. Stat., the Florida Local Government Prompt Payment Act.

- 5.1.1 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, provided the Customer is or becomes subject to any such taxes. 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. Appoint a 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 Project Manager shall be empowered to make decisions on behalf of the Customer with respect to the work being performed under this Agreement. The Project Manager shall also have direct access to the Customer's top management at all times for purposes of problem resolution. The Customer hereby appoints the Supervisor as its Project Manager in accordance with this section.
 - 5.3. Conduct the Acceptance testing process as required by Section 8.
 - 5.4 Customer shall provide reasonable access and entry into all Customer property required by Dominion to provide the goods and perform the services described in this Agreement. All such access and entry shall be provided at Customer's expense.
- 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 remain with Dominion and shall not pass to the Customer.
 - 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 "ship to" address, except to the extent such damage is caused by 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. After delivery of Dominion Software or Dominion Hardware, the Customer will conduct acceptance testing of such items, in accordance with the acceptance criteria developed and updated, from time to time, by Dominion. Dominion shall provide assistance to Customer as needed in the conduct of this acceptance testing. Such acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than ten (10) business days after delivery.
- 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. Dominion shall provide assistance to Customer as needed in the conduct of this acceptance testing. 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. 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. Dominion Software Warranty.

- 9.1. Dominion Software Warranty. The Dominion Software Warranty is subject to the Software License Terms attached hereto as Exhibit B.
- 9.2. Third Party Software Warranty. To the extent permitted by the licensor of Third Party Software, Dominion shall pass through to Customer all warranties such licensors make available to Dominion regarding the operation of Third Party Software. The Third Party Software warranty shall remain in effect during the Agreement Term.
- 9.3. No Other Software Warranties. DOMINION DISCLAIMS ALL OTHER SOFTWARE 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. Hardware Warranty.

- 10.1. Dominion Hardware Warranty Terms. Dominion warrants that when used with the configuration 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. The Dominion Hardware Warranty shall remain in effect during the Agreement Term.
- 10.2. Dominion Hardware Warranty Services. Dominion shall repair or replace the Dominion Hardware so that each item thereof operates in conformity with its specifications, so long as such Dominion Hardware is operated with its designated software and third party products (if applicable) approved by Dominion for use with the Dominion Hardware. If any Dominion Hardware item fails to operate in conformity with the specifications during the Agreement term, Dominion shall fully repair, or at Dominion's sole option, replace the Dominion Hardware. The following conditions apply to the Dominion Hardware services:
- 10.2.1. Dominion shall bear the costs for ground-shipping Dominion Hardware parts or the repaired/replaced item to the Customer. Shipping costs are based on ground service rates. If faster shipping service is required, the shipping cost shall be at the Customer's expense.
- 10.2.2. The following services are not covered by the Dominion Hardware warranty, but may be available for purchase at Dominion's then current time and material rates:
- a. replacement of consumable items including but not limited to batteries, pens, paper rolls, seals, printer ink, removable memory devices, etc.;
 - b. Repair or replacement of Dominion Hardware damaged by of accident, disaster, theft, vandalism, neglect, abuse, or any improper usage;
 - c. Repair or replacement of Dominion Hardware modified by any person other than those expressly authorized in writing by Dominion;
 - d. Repair or replacement of Dominion Hardware products from which the serial numbers have been removed, defaced or changed.
- 10.3. EMS Hardware Warranty. To the extent permitted by the manufacturers of the EMS Hardware, Dominion shall pass through to the Customer all warranties such

manufacturers make available to Dominion. The EMS Hardware warranty shall remain in effect during the Agreement Term.

- 10.4. 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.

11. Confidential Information.

- 11.1. For purposes of this Agreement, confidential information ("Confidential Information") is defined as those materials, documents, data, and technical information, specifications, business information, customer information, or other information that the disclosing Party maintains as trade secrets or confidential and which are disclosed to a receiving Party in tangible form conspicuously marked as "confidential," or with words having similar meaning or which are expressly identified in this Subsection 11.1. Confidential Information includes, without limitation, Dominion Software source code and associated documentation.
- 11.2. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations, and shall disclose it therein only on a need to know basis.
- 11.3. Neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court.
- 11.4. The parties understand and agree that Customer is a public entity that may be subject to Public Record Laws. Therefore, any covenant of confidentiality given by the Customer in this Agreement shall be governed by and superseded by the provisions and limitations of applicable Public Record Laws.
- 11.5. Any specific information that Dominion claims to be confidential must be clearly identified as such by the Customer. To the extent consistent with Public Record Laws, 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.

12. Limitation of Liability. Dominion's total aggregate liability for any loss, damage, costs or expenses under or in connection with this Agreement, howsoever arising, including without limitation, loss, damage, costs or expenses caused by breach of contract, negligence, strict liability, breach of statutory or any other duty shall in no circumstances exceed the total dollar amount of the Agreement. Neither party shall be liable for any loss of profits, loss of business, loss of data, loss of use or any other indirect, incidental, special or consequential loss or damage whatsoever, howsoever arising, incurred by the other party or any third party, whether in an action in contract, negligence or other tort, even if the parties or their representatives have been advised of the possibility of such damages.

13. Insurance. Vendor shall provide certificates of insurance as provided in the RFP that shall comply with the provisions in the RFP. Vendor shall maintain insurance in the types and coverages as provided in the RFP and subject to all of the provisions of the RFP.

14. Indemnification. Dominion shall defend, indemnify and hold harmless Customer and Supervisor and all of Customer's and Supervisor's elected officials, officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Dominion or its officers, agents or employees in performance or non-performance of its obligations under this Agreement. Dominion recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by County in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Vendor of its liability and obligation to defend, hold harmless and indemnify County as set forth in this provision.

Nothing herein shall be construed to extend County's liability beyond that provided in section 768.28, Florida Statutes.

15. Assignment. Neither Party may assign its rights, obligations, or interests in this Agreement without the written consent of the other Party.

16. Termination.

16.1 Default. In the event either Party violates any provisions of this Agreement, the injured Party may serve written notice upon the violating Party identifying the violation and providing a reasonable cure period. Except as otherwise noted herein, such cure period shall be at least thirty (30) days. In the event the violating Party has not remedied the infraction at the end of the cure period, the injured Party may serve written notice upon the violating Party of its intent to terminate, 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 **Convenience.** This Agreement may be terminated by Customer, without cause, by written notice to Dominion of the intent to terminate. Such termination shall be effective thirty (30) days after receipt by Dominion of such written notice of intent to terminate. In the event of termination without cause, Dominion shall be entitled to compensation for services rendered and costs incurred through the effective date of termination.

17. **Survival.** The provisions of Sections 2, 11, 12, 14, 20, and 21 shall survive the expiration or termination of this Agreement.

18. **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; acts of God; labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of both Dominion and Customer. Dominion shall not be liable under this Agreement for any loss or damage to the Customer due to such delay or performance failures. Notwithstanding the foregoing, both Parties shall use their best efforts to minimize the adverse consequences of any such circumstances. This Section shall not operate to excuse any Party from paying amounts that are owed pursuant to this Agreement.

19. **Notices.** All notices required or permitted to be given hereunder shall be given in writing and shall be deemed to have been given when personally delivered or by nationally recognized overnight carrier or mailed, certified or registered mail, return receipt requested, addressed to the intended recipient as follows:

If to Dominion:

Dominion Voting Systems, Inc.
Attn: Contracts Administrator
1201 18th St., Suite 210
Denver, CO 80202

If to the Customer:

Levy County
County Coordinator
355 South Court Street
Bronson, FL 32621

With a copy to:

Levy County Supervisor of Elections
421 South Court Street
Bronson, FL 32621

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 that State 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. 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.

22. Entire Agreement. This Agreement and its Exhibits and the RFP and the Proposal 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.

**The remainder of this page is intentionally left blank
Signature page follows**

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA**



Ryan Bell, Chair
Date: 1-7-14

ATTEST:
Danny Shipp, Clerk of the Circuit Court
and Ex-Officio Clerk of the
Board of County Commissioners



Danny Shipp, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Anne Bast Brown, County Attorney

DOMINION VOTING SYSTEMS, INC.



AUTHORIZED SIGNATURE

Michael Frontera

PRINTED NAME

VP & General Counsel

TITLE

1-14-14

DATE

EXHIBIT A

VOTING SYSTEM AND MANAGED SERVICES AGREEMENT
BY AND BETWEEN DOMINION VOTING SYSTEMS, INC.
AND LEVY COUNTY, FL

PRICING/PAYMENT SUMMARY AND DELIVERABLES DESCRIPTION

1. Pricing/Payment Summary and Descriptions

1.1 Pricing Summary.

Year	Managed Services contract Pricing:	
2013 - 2014	Managed Services Program annual payment	\$ 37,088.62
	EMS Hardware	\$ 95,573.88
	EMS and Dominion Hardware Shipping Estimate	<u>\$ 4,950.00</u>
	Total Estimated Payment: Year 1	\$ 137,612.50
2014 - 2015	Managed Services Program Annual Payment: Year 2	\$ 37,088.62
2015 – 2016	Managed Services Program Annual Payment: Year 3	\$ 37,088.62
2016 – 2017	Managed Services Program Annual Payment: Year 4	\$ 37,088.62
2017 – 2018	Managed Services Program Annual Payment: Year 5	\$ 37,088.62
2018 – 2019	Managed Services Program Annual Payment: Year 6	\$ 37,088.62
2019 - 2020	Managed Services Program Annual Payment: Year 7	\$ 37,088.62
2020 - 2021	Managed Services Program Annual Payment: Year 8	\$ 37,088.62

1.2 Payment Summary. The following is the invoicing schedule for the Customer payments. The customer shall pay invoices in accordance with the provisions of Sections 218.70 through 218.78, Fla. Stat., the Florida Local Government Prompt Payment Act. All payments shall be made in U.S. Dollars.

1.2.1 Year 1 shall cover the time period from the Agreement Effective Date through 10/31/14. The Year 1 invoice of \$ 137,612.50 for Managed Services annual payment, EMS Hardware and all shipping shall be issued immediately after System Acceptance by the Customer.

1.2.2 Year 2: 11/01/14 – 10/31/15: \$37,088.62 invoice shall be issued on October 1, 2014.

1.2.3 Year 3: 11/01/15 – 10/31/16: \$37,088.62 invoice shall be issued on October 1, 2015.

- 1.2.4 Year 4: 11/01/16 – 10/31/17: \$37,088.62 invoice shall be issued on October 1, 2016.
- 1.2.5 Year 5: 11/01/17 – 10/31/18: \$37,088.62 invoice shall be issued on October 1, 2017.
- 1.2.6 Year 6: 11/01/18 – 10/31/19: \$37,088.62 invoice shall be issued on October 1, 2018.
- 1.2.7 Year 7: 11/01/19 – 10/31/20: \$37,088.62 invoice shall be issued on October 1, 2019.
- 1.2.8 Year 8: 11/01/20– 10/31/21: \$37,088.62 invoice shall be issued on October 1, 2020.

1.3 **Optional Dominion Hardware purchase.** At the conclusion of the eight (8) year Managed Services term, the Costumer shall have an option to purchase the System (excluding the Dominion Software or any intellectual property) for a price of **\$38,222.16**. Should the Customer exercise this option, additional annual fees for software licenses and warranty (optional) will be applicable at Dominion’s then current rates. Should the Customer exercise this option, the Customer must do so in writing at least ninety (90) days prior to the Agreement termination date.

2. System Description

System Description	Quantity
Precinct Tabulation Hardware & Software:	
ImageCast® Evolution (ICE) Tabulator System	30
ImageCast® Evolution (ICE) Tabulator	30
8GB CF Memory Cards	2 per unit (60 total)
ibutton Security Key	2 per unit (60 total)
Audio Tactile Interface (ATI)	30
ImageCast® Evolution Plastic Ballot Box	30
Precinct Tabulation Accessories:	
ICE External Dialup Modem	30
Election Management System Hardware & Software:	
Democracy Suite Application Software License	1
Master EMS Server	1
Dell PowerEdge	
Windows Server 2008 R2 Standard Edition	
Microsoft SQL Server 2008	
Master File Server	1

Dell PowerEdge	
Windows Server 2008 R2 Standard Edition	
Watchguard Firewall Protection	1
Election Management System Accessories:	
CF Memory Card Reader/Writer	2
iButton Reader/Writer	2
Onsite Implementation & Project Management Services:	Number of Days
Project Management Support	N/A
Precinct Hardware Acceptance Testing	30 (units)
Server Installation, Configuration & Testing	2
Advanced Hardware & Software Training	5
Onsite Election Support Services:	
Onsite Pre-Election Support	4
Onsite Election Day Support	2
Other Services:	
Estimated Shipping & Insurance (Actual shipping charges will be invoiced at the time of shipping)	30

- 2.1 **ImageCast[®] Evolution (ICE) Scanner and Tabulator** is a precinct-level all in one, digital scanner, ballot marker, and accessible voting tabulator. Each ImageCast[®] (ICE) provided to the Customer shall consist of the following items:
- 2.1.1 Two (2) optical imaging heads for creating a duplex scanned image of each side of the ballot. Ballots can be fed in all four (4) orientations.
 - 2.1.2 Two (2) Compact Flash 8GB memory cards.
 - 2.1.3 An integrated 19" diagonal full color LCD with built-in touch screen.
 - 2.1.4 An internal thermal printer and one (1) paper roll for generating reports.
 - 2.1.5 An integrated inkjet printer for producing marked paper ballot during the accessible voter sessions.
 - 2.1.6 One (1) textured molded plastic ballot box made of a three (3) compartments, costumed designed for use with the ImageCast Evolution Tabulators.
 - 2.1.7 Two (2) administrative security key (iButton) used with an integrated receptacle (physically attached to the top of the unit and electrically connected to the motherboard) used for a variety of verification and security tasks such control, data confidentiality and integrity functions.
 - 2.1.8 A motorized paper feed mechanism for detecting and moving the ballot within the scanner. Ballots used with the ImageCast[®] must be 8.5" wide by a variable length (11", 14", 17" and 22"). The paper feed mechanism is physically capable

of moving the ballot forward into the machine, across image sensors, enabling complete image capture of both sides of the ballot.

2.1.9 An internal battery which is rated to provide a minimum of two (2) hours of normal use in the absence of AC power.

2.1.10 Audit functionality, known as the AuditMark[®]. For each ballot that is scanned, interpreted and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below. These images can be used to audit the unit's interpretation of each individual ballot.

- The top portion of the image contains a scanned image of the ballot.
- The bottom portion consists of a machine-generated type-out showing each mark that the unit interpreted for that particular ballot. This is referred to as an AuditMark[®].

2.1.11 The ImageCast Evolution is equipped with an integrated voting feature for voters needing additional assistance. It uses a single ballot path which does not require the voter to have to go to an additional unit to cast the vote. The ImageCast Evolution features several accessible voting interfaces that allow voters with various disabilities to effectively vote, review and cast a paper ballot in a private and independent manner. The ImageCast Evolution offers the following user interfaces - touch screen interface for visual ballot review and ballot casting, accessible ballot marking interface (both audio and visual), assistive input devices for accessible ballot navigation and voting, including an ATI (Audio-Tactile Interface).

2.1.12 One (1) ATI is included with the ImageCast Evolution. The ATI connects to the ImageCast Evolution via the port located on the right side of the unit. A set of headphones (also included) connects directly to the ATI controller. Following the audio voting process using the ATI controller, the integrated inkjet printer produces a marked paper ballot which serves as the official ballot record.

2.2 **ImageCast[®] Evolution Software.** This Agreement includes software licenses for the ImageCast Evolution software pursuant to the Software License Terms attached as Exhibit B.

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

2.3.1 Election Event Designer (EED) Client Application is the primary application used for the definition and management of election event. EED is responsible for the definition of election projects. Each election project is represented as an instance of the election domain database with associated set of election project file based artifacts. The definition of the election project can be initiated by importing the election data from external systems or simply by defining all election project entities without importing external data. It is important to note that an election project initiated by importing data can be further modified within the EED Client Application.

The system can generate two types of paper ballots:

- Proofing ballots – ballots produced to allow election project stakeholders to proof ballot content and styling. These ballots cannot be processed by the ImageCast® as they don't have proper ballot barcodes. These ballots are overprinted with the text "Proofing Ballots – date/time"
- Official ballots – represent production ready, press ready ballots in PDF format with barcodes and without any overprinting.

2.3.2 Results Tally and Reporting (RTR) Client Application is the application used for the tally, reporting and publishing of election results.

2.3.3 Audio Studio (AS) Client is the utility used for recording audio files for audio ballot presentation for accessible voting.

2.4 **EMS Hardware** Dominion will provide the EMS Hardware required for operating the Democracy Suite Software system. The EMS Hardware shall consist of the following third party hardware and software components:

2.4.1 One (1) Master EMS Server consisting of a Dell PowerEdge unit and Windows Server 2008 R2 Standard Edition.

2.4.2 One (1) Watchguard Firewall Protection unit.

2.5 **The EMS System Accessories** described below shall be provided.

2.5.1 Two (2) Compact Flash Reader/Writers used with Democracy Suite to upload ballot information to Compact Flashes used with both scanner types. These can also be used to transfer election results data to Democracy Suite.

2.5.2 Two (2) iButton Reader/Writers used with Democracy Suite to transfer security and election information to the iButtons for use with the ICE.

2.6 All hardware and software and other accessories or products provided by Dominion pursuant to this System Description shall be the most recent version of such product certified for use as a voting system in the Customer's State.

3. Services Description

3.1 **Implementation Services.** During the implementation phase of the Agreement, Dominion shall provide the following services:

3.1.1 **Project Management Support.** Dominion will provide project management oversight through the implementation period. The project manager shall be responsible for arranging meetings and consultations between the parties and/or the Supervisor and for all administrative matters such as invoices, payments and amendments. The project manager shall communicate with the Customer and the Supervisor as to the status of information, procedures and progress on the tasks set out in this Agreement and alert of any material change in such plans. Upon execution of this Agreement, the Parties, with consultation with the Supervisor 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 with the consent of the Supervisor and such agreement shall not be unreasonably withheld.

- 3.1.2 ***Dominion Hardware Acceptance Testing Support.*** Dominion will provide direct onsite training and support during the System Acceptance Testing period for thirty (30) units.
- 3.1.3 ***EMS Server Installation, Configuration & Testing.*** Dominion will provide a total of two (2) days of direct onsite support for EMS Server installation, configuration & testing.
- 3.1.4 ***System Training.*** Dominion shall provide a total of five (5) days of direct onsite training for the System.
- 3.2 ***Travel and Expenses included.*** All costs of Dominion transportation, lodging and meal expenses are included during the Agreement Term.
- 3.3 ***Other Services, Consumables or Equipment.*** Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the Customer at the then current Dominion list price.

EXHIBIT B

VOTING SYSTEM AND MANAGED SERVICES AGREEMENT BY AND BETWEEN DOMINION VOTING SYSTEMS, INC. AND LEVY COUNTY, FL

SOFTWARE LICENSE TERMS AND CONDITIONS

1. Definitions.

- 1.1. "Licensee" shall mean Levy County, FL.
- 1.2. "Licensor" shall mean Dominion Voting Systems, Inc.
- 1.3. "Party" or "Parties" Licensor and Licensee may hereinafter be referred to individually as a Party and collectively as the Parties.
- 1.4. "Software" means the Democracy Suite[®] and ImageCast[®] software licensed by Licensor hereunder, in object code form, including all documentation therefor.
- 1.5. "Specifications" means descriptions and data regarding the features, functions and performance of the Software, as set forth in user manuals or other applicable documentation provided by Licensor.
- 1.6. "Third-Party Products" means any software or hardware obtained from third-party manufacturers or distributors and provided by Licensor hereunder.

2. License Terms.

- 2.1. License to Software. Subject to the terms of this Agreement, Licensor grants Licensee a non-exclusive, non-transferrable license for the Supervisor to use the Software solely for the Licensee's own internal business purposes and the internal business purposes of the Levy County Supervisor of Elections 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 to this Agreement, Licensor grants to Licensee a non-exclusive, non-transferable print copyright license as defined in Schedule A.
- 2.3. Third-Party Products. Subject to the terms of this Agreement and when applicable, Licensor agrees to sublicense any software that constitutes or is contained in Third-Party Products, in object code form only, to Licensee for use during the Term as part of the System. This sublicense is conditioned on Licensee's continued compliance with the terms and conditions of the end-user licenses contained on or in the media on which such software is provided.
- 2.4. No Other Licenses. Other than as expressly set forth in this Agreement, (a) Licensor grants no 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. Without limiting the foregoing sentence, 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 by the terms of this Agreement is strictly prohibited.

3. Payment. Payment for the License is included in the Managed Services pricing described 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 provisions of the election laws and regulations of the Licensee's State, Licensor may make the certified software upgrade available to the Licensee. The Customer shall be required to install the Software upgrade within six (6) months of certification unless the extended use of the previous certified version of the Software is approved in writing by the Licensor.

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 Licensee's State.

5. Warranties. The following warranties will apply to all Software during the Term.

5.1. Software. Licensor warrants that the Software will function substantially in accordance with the Specifications during the Agreement Term. If the Licensee believes that the Software is not functioning substantially in accordance with the Specifications, 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 foregoing warranty shall 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.

5.2. Third-Party Products. The warranties in this Section 5 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.

5.3. 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.

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

6.1. 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;

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

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

6.4. 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.

7. 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.