AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item:

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Dominion Voting Systems, Inc.

Term Begins: 02/23/2016 **Term Ends:** 12/31/2023 **Grant Contract #:**

Summary:

Consider MSA with Dominion Voting Systems, Inc. to provide equipment, software, and support to the Elections Program for the 8 year period from 2016 to 2023

Fiscal Impact: $35,877 2016; balance of $272,054 over the next 7 years (2017 to 2023)

Submitted by: Linda Nienhueser for Kathy Smillion **Submitter's Email Address:** ksmillion@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, can be covered in the 2016 adopted budget

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 2/19/2016

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 2/22/16

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 2/22/2016 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 2/26/2016

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 10 minutes

Agenda Date: 3/1/2016

Revised April 2015

VOTING SYSTEM AND MANAGED SERVICES AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND GUNNISON COUNTY, CO

This Voting System and Managed Services Agreement (the “Agreement”), dated this ____ day of _____, (the “Effective Date”), for a voting system, licenses and related services is made by and between Arapahoe County, CO ("Customer") and Dominion Voting Systems, Inc., a corporation organized under the laws of the State of Delaware ("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 a voting system, licenses and related services solutions; and

WHEREAS, Dominion designs, manufactures, sells and/or licenses, and provides ongoing solutions for 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/or sell and furnish to Customer the System (as defined herein), including the products and services described more fully below:

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

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, mean 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 by Dominion and updated by the Customer in accordance with the acceptance or rejection process in Section 8.

2.2.1. "Democracy Suite® Software," Dominion’s election management software associated with the ImageCast® voting system as more specifically described in Exhibit A.

2.2.2. “ImageCast® Software,” the software/firmware designed for use in the ImageCast® voting system.

2.3. "Dominion Hardware" means the ImageCast® system hardware as more specifically described in Exhibit A.

2.2. "Dominion Software" means software and firmware programs licensed to the Customer by Dominion and any associated documentation including the following:

2.4. “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.

2.5. "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. "System" means the combination of Dominion Software, Dominion Hardware and EMS Hardware.

2.8. "Third Party Software" means software, 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 12/31/2023, unless sooner terminated or extended as provided herein providing however and subject to possible annual price increases (as described further in Exhibits A and B), the Licenses or warranties authorized by this Agreement may extend beyond the Term of this Agreement, according to the terms and conditions of such License or warranty.

4. Dominion's Responsibilities. Dominion shall:

4.1. Deliver the System and installation plan services as described in Exhibit A (Pricing Summary and Deliverables Description).

4.2. Appoint a Dominion project manager (“Dominion 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 and for all administrative matters such as invoices, payments and amendments. The project

manager shall communicate with the Customer as to the status of information, procedures and progress on the tasks as set out in this Agreement and to advise the Customer forthwith upon the occurrence of any material change in such plans.

4.3. Provide the Customer with a Dominion Software License as described in Exhibit B (Software License Terms and Conditions).

4.4. Provide the Customer with one (1) reproducible electronic copy of the user documentation.

4.5. Assist in the Acceptance Testing process as required by Section 8 herein.

4.6. Provide invoices to Customer upon Acceptance of items listed in Exhibit A and pursuant to the payment schedule described in Section 5.1 herein.

5. Customer's Responsibilities. Customer shall:

5.1. Pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. Payments specified in this Section 5 are exclusive of all excise, sale, use and other sales taxes imposed by any governmental authority, all of which taxes shall be reimbursed by the Customer. If the Customer is exempt from taxes, Customer shall supply Dominion a tax exemption certificate or other similar in a form demonstrating its exempt status.

5.2. Appoint 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 For election setup and database creation services as more specifically 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 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, Excluding All Software. 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. Software, including firmware, is licensed not sold. The original and any copies of the Dominion Software, or other software provided pursuant to this agreement, in whole or in part, including any subsequent improvements or updates, shall remain the property of Dominion, or any third party that owns such software.

6.3. 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 Accepted 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. Dominion agrees to sublicense any software that constitutes or is contained in Third-Party Products, in object code form only, to the Customer for use during the Term as part of the System for the purposes described in this Agreement. This sublicense is conditioned on the Customer's continued compliance with the terms and conditions of the end-user licenses contained on or in the media on which such software is provided. Dominion will, at no additional cost to the Customer, provide to the Customer all end-user licenses supplied with the Dominion Hardware and Third Party Software.

8. Acceptance/Rejection.

8.1. Dominion Software or Dominion Hardware Testing. After delivery and installation of Dominion Software or Dominion Hardware, the Customer will conduct Acceptance testing of such units, which testing will include 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 Acceptance testing pursuant to Section 8.1, upon completing the installation of the System, the Customer will conduct System Acceptance testing, which testing will include 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 within five (5) business days. Dominion will, at its own expense, repair or replace the rejected Dominion Software, Dominion Hardware, or System within twenty (20) 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.

9. Warranties.

9.1. Dominion Software Warranty. The Dominion Software warranty is subject to the terms and conditions of Exhibit B - the Software Terms and Conditions.

9.2. Third Party Products. The warranties in this Section 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, at no additional cost to Customer, all warranties such manufacturers make to Dominion regarding the operation of third party products.

9.3. Dominion Hardware Warranty. Dominion warrants that when used with the hardware and software configuration purchased through or approved by Dominion, each component of Dominion Hardware will be free of defects that would prevent the Dominion Hardware from operating in conformity in all material respects with its specifications as documented by Dominion. The Dominion Hardware Warranty shall remain in effect until one year after Acceptance or through any extended warranty period.

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

9.4.1. The following services are not covered by this Agreement, but may be available at Dominion's current time and material rates:

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

9.4.1.2. Repair or replacement of Dominion Hardware damaged by of accident, disaster, theft, vandalism, neglect, abuse, or any improper usage;

9.4.1.3. Repair or replacement of Dominion Hardware modified by any person other than those authorized in writing by Dominion;

9.4.1.4. 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 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.

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, war, acts of terrorism; natural disasters; industry-wide 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 best efforts to minimize the adverse consequences of any such circumstances.

11. Indemnification. Dominion, at its sole expense, will indemnify, defend and hold harmless 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. 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 to the other party for any loss of profits, loss of business, loss of data, loss of use or any other indirect, incidental, special or consequential loss or damage whatsoever, howsoever arising, incurred by the other party or any third party, whether in an action in contract, negligence or other tort, even if the parties or their representatives have been advised of the possibility of such damages.

13. Confidential Information.

13.1. For purposes of this Agreement, confidential information ("Confidential Information") is defined as those materials, documents, data, and technical information, specifications, business information, 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 Section 13.1. Confidential Information includes, without limitation, Dominion Software source code and associated documentation.

13.2. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations.

13.3. Subject to the requirements of the Colorado Open Records Act, §24-72-200.1 et seq. ("CORA"), neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court.

13.4. Each Party shall be given the ability to defend the confidentiality of its Confidential Information to the maximum extent allowable under the law prior to disclosure by the other Party of such Confidential Information.

13.5. The parties understand and agree that Customer is a public entity subject to the requirements of CORA. Therefore, any covenant of confidentiality given by the Customer in this Agreement shall be governed by the provisions of CORA.

13.6. 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 CORA, 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.

14. Assignment. Neither Party may assign its rights, obligations, or interests in this Agreement without the written consent of the other Party, providing however that Dominion may assign the proceeds of this Agreement to a financial institution without prior consent of the Customer but with written notice to Customer.

15. Termination.

15.1 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 providing a reasonable cure period. Except as otherwise noted herein, such cure period shall be at least thirty (30) days. In the event the violating Party has not remedied the infraction at the end of the cure period, the non-violating Party may terminate this Agreement, 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.

15.2 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 as the end of the last fiscal year for which funds were appropriated. Termination of this Agreement by the Customer under this Section 15.2 shall not constitute a breach of this Agreement by the Customer. For the purposes of this Agreement, the fiscal year commences on _____ and ends on _____ of the following year. 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 all Dominion licenses by Dominion in accordance with this section 15.2 shall not constitute a breach of this Agreement by Dominion.

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

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

18. Choice of Law. Interpretation of this Agreement shall be governed by the laws of the State of Colorado, and the courts of competent jurisdiction located in the State of Colorado will have

jurisdiction to hear and determine questions relating to this Agreement.

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

20. 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., Ste. 210
Denver, CO 80202
Email: contracts@dominionvoting.com

If to the Customer:
Gunnison County, CO
_____
_____
_____
_____

21. INDEPENDENT CONTRACTOR. In all situations and circumstances arising out of the terms and conditions of this Agreement, Dominion is an independent contractor, and as an independent contractor, the following shall apply:

21.1. Dominion is not an employee or agent of Customer and is only responsible for the requirements and results specified by this Agreement.

21.2. Dominion shall be responsible to Customer only for the requirements and results specified by this Agreement and except as specifically provided in this Agreement, shall not be subject to Customer's control with respect to the physical actions or activities of Dominion in fulfillment of the requirements of this Agreement.

21.3. Dominion is not, and shall not be, entitled to receive from, or through, Customer, and Customer shall not provide, or be obligated to provide, Dominion, or any of its employees, agents or subcontractors, with Worker's Compensation coverage or any other type of employment or worker insurance or benefit coverage required or provided by any Federal, State or local law or regulation for, or normally afforded to, an employee of Customer.

21.4. Dominion, or any of its employees, agents or subcontractors, shall not be entitled to have Customer withhold or pay, and Customer shall not withhold or pay, on behalf of Dominion, or any of its employees, agents or subcontractors,, any tax or money

relating to the Social Security Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability program required or provided by any Federal, State or local law or regulation.

21.5. Dominion, or any of its employees, agents or subcontractors, shall not be entitled to participate in, or receive any benefit from, or make any claim against any Customer fringe benefit program, including, but not limited to, Customer's pension plan, medical and health care plan, dental plan, life insurance plan, or any other type of benefit program, plan, or coverage designated for, provided to, or offered to Customer's employee.

21.6. Customer shall not withhold or pay, on behalf of Dominion, or any of its employees, agents or subcontractors, any Federal, State, or local tax, including, but not limited to, any personal income tax, owed by Dominion.

21.7. Dominion is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor, not an employee of Customer.

22. Insurance.

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

Insurance	**Minimum Limit**
Worker's Compensation, Coverage A	Statutory
Employers Liability, Coverage B	$1 million
Commercial General Liability Including Contractual Liability, Operations, Products and Completed Operations	
Personal/Bodily Injury	$1 million per occurrence/$2 million aggregate
Property Damage	$1 million per occurrence/$2 million aggregate
Commercial Automobile Liability (owned, hired & non-owned vehicles)	
Personal/Bodily Injury	$1 million per occurrence
Property Damage	$1 million per occurrence
Professional Liability	$1 million per occurrence

22.2. Certificates of Insurance. Complete copies of certificates of insurance for all required coverages including additional insured endorsements shall be attached hereto and incorporated herein as though fully set forth.

23. 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 amendment 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

_____
PRINTED NAME

_____
TITLE

_____
DATE

GUNNISON COUNTY, CO

_____
AUTHORIZED SIGNATURE

_____
PRINTED NAME

_____
TITLE

_____
DATE

EXHIBIT A

VOTING SYSTEM AND MANAGED SERVICES AGREEMENT
BY AND BETWEEN DOMINION VOTING SYSTEMS
AND GUNNISON COUNTY, CO

PRICING SUMMARY AND DELIVERABLES DESCRIPTION

1. Pricing and Deliverables Summary - Description of equipment, technical facilities, software, and other related services for voting, vote counting, and result processing. All pricing is in U.S. Dollars and conforms to the Master Voting System Agreement ("Master Agreement") between Dominion Voting Systems and Colorado Secretary of State (attached hereto as Schedule 1), to extent applicable. Capitalized terms used but not defined in this Exhibit shall have the meanings ascribed to them in the Voting System Agreement. The Customer has chosen to purchase the following items and quantities from the complete list of products and services offered by Dominion, as described in sections 2 and 3 of this Exhibit A. Any other services, consumables, products, or differing quantities not specifically identified in this Agreement are available for purchase by the Customer at the prices listed in the Master Agreement.

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
Central Scanning Hardware & Software License			
ImageCast Central Includes: *Canon DR-G1130 high speed document scanner.* *- ImageCast® Central Software including third party Kofax VRS 4.5 software.* *- OptiPlex 9020 All-in-One Series with pre-loaded software* *- One (1) iButton Programmer and (1) iButton Key Switch & Cat5 RJ 45 Cables* *- 12 months Hardware Warranty* *- 12 months Firmware License*	2	$18,500	$37,000
Sub-Total:			**$37,000**
ImageCast X for the VSPC			
VSPC Hardware	3	$1,936.48	$5,809
ImageCast X Accessible	8	$2,575	$20,600
ImageCast X Voting Booth	8	$330	$2,640
Sub Total			**$29,049**
Democracy Suite and Adjudication Hardware			
Democracy Suite Hardware Express	1	$2,110.77	$2,111
Adjudication Workstation	1	$1,030.71	$1,031
Sub-Total:			**$3,141**
Software License			
Democracy Suite (EMS)(RTR Only)	1	$7,225	$7,225
ICC Adjudication Application	1	$3,825	$3,825
Sub-Total:			**$11,050**
Implementation and Training			
On-Site Training	1	$3,140	$3,140
Implementation / Configuration / Acceptance Testing	1	$7,820	$7,820
Project Management / Implementation costs	1	$5,144	$5,144
Sub-Total:			**$16,104**
Shipping [1]			

Estimated Shipping	1	$0	TBD
Sub-Total:			**$0**
Outright Purchase - Year 1 Total:			**$96,344.92**

Election Services			
Election Set Up (8 Years)	12	$2,448	$29,376
On Site Elections Day Support (8 Years)	12	$4,500	$54,000
Sub-Total:			**$83,376**
Annual License / Warranty Fees			
Democracy Suite RTR (EMS)	1	$1,700	$1,700
Adjudication Application	1	$1,000	$1,000
ImageCast Central	2	$2,575	$5,150
ImageCast X Accessible	8	$125	$1,000
ImageCast Central Extended Warranty	2	$1,500	$3,000
ImageCast X Accessible Extended Warranty	8	$140	$1,120
Annual Fees:			**$12,970**
Managed Services Agreement [1]			

	Years	**Payment**
Managed Services Agreement	**8**	**$35,877**

[1] All Shipping Costs to be invoiced separately to customer as a pass-through cost

1.1 **Pricing Summary**. The Customer has selected the managed services option. The prices detailed in the summary above conform to the Master Agreement. The pricing outlined in Section 1.1 and 1.2 is the corresponding managed services pricing, as selected by the Customer.

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

1.2.1 Year 1 shall cover the time period from the Agreement Effective Date through 12/31/2016. The Year 1 invoice of $35,877 shall be issued immediately after System Acceptance by the Customer.

1.2.2 Year 2: 01/01/2017 – 12/31/2017: $36,594.54 invoice shall be issued on 01/01/2017.

1.2.3 Year 3: 01/01/2018 – 12/31/2018: $37,326.43 invoice shall be issued on 01/01/2018.

1.2.4 Year 4: 01/01/2019 – 12/31/2019: $38,072.96 invoice shall be issued on 01/01/2019.

1.2.5 Year 5: 01/01/2020 – 12/31/2020: $38,834.42 invoice shall be issued on 01/01/2020.

1.2.6 Year 6: 01/01/2021 – 12/31/2021: $39,611.11 invoice shall be issued on 01/01/2021.

1.2.7 Year 7: 01/01/2022 – 12/31/2022: $40,403.33 invoice shall be issued on 01/01/2022.

1.2.8 Year 8: 01/01/2023 – 12/31/2023: $41,211.39 invoice shall be issued on

01/01/2023.

2. Product Description

2.1 ***ImageCast® Central Scanner (ICC)***. 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:

2.1.1 Canon DR-G1130 high speed document scanner

2.1.2 ImageCast® Central Software including third party Kofax VRS 4.5 software

2.1.3 OptiPlex 9020 All-in-One Series with pre-loaded software

2.1.4 iButton Security Key

2.1.5 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

2.2 ***ImageCast® Central Scanner Software***. The Parties will enter into software licenses for the ImageCast Central Scanner software, substantially in the form of Exhibit B to this Agreement. The Dominion software includes, without limitation:

2.2.1 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.

- 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®.

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

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

The EED can generate two types of paper ballots:

- Proofing ballots – ballots produced to allow election project stakeholders to proof ballot content and styling. These ballots cannot be processed by the ImageCast® as they don't have proper ballot barcodes. These ballots are overprinted with the text "Proofing Ballots – date/time"

- Official ballots – represent production ready, press ready ballots in PDF format with barcodes and without any overprinting.

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

2.4 ***Democracy Suite EMS Software (Advanced Express)*** consists of the following components:

2.4.1 Election File and iButton Creation Customer is authorized to create Election Files and iButtons from Democracy Suite to load on the ICE and ICC units.

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

2.5 ***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. Adjudication Application eliminates the need to physically rescan ballots, which can potentially damage the originals and cause chain-of-custody concerns.

2.6 ***ImageCast® X Application*** is an application used for touchscreen voting on tablets at a voting location, and a Democracy Suite election database. Voting sessions are initiated on the tablet by either a magnetic card or the entry of a numeric code based on activation. The ballot is distributed to the voter electronically from a computer server using a local area network in the voting location. All voting activity is performed at the tablet, including accessible voting. Accessible voting interfaces connect to the tablet using an adapter that supports most accessible devices, allowing voters to bring their own device. After review and completion of the ballot selections, a paper ballot is created for the voter from a printer in the voting booth, and the ballot is cast after insertion in a ballot box. The paper ballot is the official ballot. The ballots contain a textual representation of the voter's ballot selections for visual review and confirmation, and the ballots are scanned using ImageCast Central Scanner and tallied in Democracy Suite RTR.

2.7 ***Mobile Ballot Production*** is an application used to search, preview and print ballots via a local printer device. The application makes use of ballot information and PDFs produced by the Election Event Designer application and information provided through the customer voter registration system.

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

2.9 ***System Capabilities.*** The system shall be capable of producing, scanning, printing,

and tabulating ballots for elections with voter service centers and/or precinct polling locations for not less than 500,000 registered voters (active and inactive), not less than 500 precincts, 1-20 districts, 1-12 political parties, and 1-500 different ballot styles including as many as 100 ballot issues. In addition, the System must qualify for provisional certification by the Colorado Secretary of State.

3. Implementation and Training Description Dominion shall provide the following training to Customer personnel at no additional cost to Customer, except as specifically provided in the Pricing Summary (Section 1) of this Exhibit A.

3.1 ***Project Plan.*** The Customer and Dominion shall finalize a project plan outlining dates, resources and tasks through the June and November elections. The project plan is attached hereto as Schedule 1 is an initial draft of dates from which the final project plan will be derived.

3.2 ***Project Management.*** Dominion shall appoint a Statewide Project Manager ("Dominion Project Manager") to oversee the general operations of the project. The Dominion 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 Dominion Project Manager shall communicate with the Customer as to the status of information, procedures and progress on the tasks as set out in this Agreement and to advise the Customer forthwith upon the occurrence of any event requiring a material change in such plans, and request Customer's written consent to any such material change. In addition, the following Project management resources will be dedicated to the implementation.

3.2.1 Technical Support Manager

3.2.2 System Configuration Manager

3.2.3 Regional Assistant Project Managers

3.2.4 Customer Relations Manager

3.2.5 Training and Documentation Manager

3.2.6 State Certification Liaison

3.2.7 Election Programmers

3.3 ***System Training.*** Dominion will provide the following training as described herein.

3.3.1 System Transition Training – These initial meetings will orient Dominion to current county processes and provide information to the counties on the overall system, related configurations, ballots, reporting, training, etc. Transition meetings will include, but not be limited to the following:

3.3.1.1 Ballot Templates

3.3.1.2 Reporting

3.3.1.3 Configurable System Settings

3.3.1.4 Ambiguous Zone Thresholds

3.3.1.5 Ballot Printing

3.3.1.6 SCORE Integration

3.3.1.7 Other

3.3.2 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.

3.3.3 ImageCast Central – This training covers all aspects of ICC operations and tally, including general operations, process, adjudication, and reporting.

3.3.4 Democracy Suite® EMS System– This training covers the configuration of the Democracy Suite® EMS System along with defining an election project. Topics include importing jurisdictional information, ballot layout, ballot proofing and printing, election file creation (tablet, ICC, and mobile ballot printing), automated test deck creation, loading elections, tallying results (including adjudication tally), and generating reports.

3.3.5 Mobile Ballot Production – This training covers the configuration and use of the Mobile Ballot Production software, including pollworker train the trainer.

3.3.6 Pollworker Train the Trainer – This provides training to the Customer staff on operations of a VSPC including the ImageCast® X, voter check-in, Mobile Ballot Production, system setup, testing and troubleshooting.

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

3.5 ***Local Printing Facilities Certification*** shall consist of the following components provided by Dominion:

3.5.1 Provide technical specification requirements for printer certification.

3.5.2 Perform on-site quality control on initial test run of ballots from printers including multiple tabulation sessions.

3.5.3 The certified Printing Facility must agree to source the paper used for ballots with the ImageCast® from a paper manufacturer approved by Dominion, such paper manufacturer having met Dominion's technical paper specifications.

3.6 ***System Installation and Configuration*** provided by Dominion shall consist of on-site support technicians for the installation and configuration of the System.

3.7 ***EMS Ballot Definition.*** In conjunction with EMS training, Dominion shall provide support (for Customers purchasing the full EMS) or direct service (for Customers purchasing the express EMS) for the election event definition, including the following components:

3.7.1 Import of data files into the EMS system.

3.7.2 Defining election project parameters and assigning templates.

3.7.3 Assigning tabulators (ICC, tablet, mobile ballot printing).

3.7.4 Defining ballot structures.

3.7.5 Creating proofing ballots.

3.7.6 Creating official ballots.

3.7.7 Creating election files and the security keys for the ImageCast®.

3.8 ***Support during the Pre-Logic and Accuracy Testing*** Dominion shall provide support for the Pre-Logic and Accuracy Testing. This support will be overseen by the Dominion Project Manager and the Dominion Project Lead.

3.9 ***Election Day Support.*** Election Day Support shall include three (3) days (inclusive of travel) of direct onsite election support.

3.10 ***Post-Election Reporting and Auditing Support.*** Dominion shall provide direct on-site support for post-election reporting and auditing. This support will be overseen by the Dominion Project Manager and the Dominion Project Lead.

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

SCHEDULE 1
Draft Project Schedule

Task Name	Duration	Start	Finish
Colorado 1.0	**394 days**	**Tue 12/1/15**	**Wed 12/28/16**
Project Milestones	**314 days**	**Thu 12/31/15**	**Tue 11/8/16**
Selection of UVS Finalist	0 days	Thu 12/31/15	Thu 12/31/15
County Contracts Negotiated and Signed	40 days	Mon 1/4/16	Fri 2/12/16
Certification of System	1 day	Tue 3/1/16	Tue 3/1/16
Installation and Trusted Builds	**25 days**	**Tue 2/16/16**	**Fri 3/11/16**
Build servers, ICC and Adjudication clients	11 days	Tue 2/16/16	Fri 2/26/16
State installs trusted builds on servers, ICC and Adjudication clients	4 days	Tue 3/1/16	Fri 3/4/16
Set-up ICX systems	3 days	Mon 3/7/16	Wed 3/9/16
State installs trusted builds on ICX units	2 days	Thu 3/10/16	Fri 3/11/16
Primary Election Milestones	**58 days**	**Mon 5/2/16**	**Tue 6/28/16**
Ballot Production	26 days	Mon 5/2/16	Fri 5/27/16
UOCAVA Ballot Deadline	1 day	Sat 5/14/16	Sat 5/14/16
Absentee ballots sent - Primary	17 days	Mon 6/6/16	Wed 6/22/16
L&A Testing - Primary	11 days	Tue 5/31/16	Fri 6/10/16
Begin counting mail ballots - Primary	0 days	Mon 6/13/16	Mon 6/13/16
Voting Centers Open - Primary	9 days	Mon 6/20/16	Tue 6/28/16
Election Day - Primary	0 days	Tue 6/28/16	Tue 6/28/16
General Election Milestones	**58 days**	**Mon 9/12/16**	**Tue 11/8/16**
Ballot Production	26 days	Mon 9/12/16	Fri 10/7/16
UOCAVA Ballot Deadline	1 day	Sat 9/24/16	Sat 9/24/16
Absentee ballots sent - General	5 days	Mon 10/17/16	Fri 10/21/16
L&A Testing - General	11 days	Mon 10/10/16	Thu 10/20/16
Begin counting mail ballots - General	0 days	Mon 10/24/16	Mon 10/24/16
Voting Centers Open - General	16 days	Mon 10/24/16	Tue 11/8/16
Election Day - General	0 days	Tue 11/8/16	Tue 11/8/16
Project Management	**364 days**	**Thu 12/31/15**	**Wed 12/28/16**
Initiate Project	**43 days**	**Thu 12/31/15**	**Thu 2/11/16**
Internal Project Kick-off	1 day	Thu 12/31/15	Thu 12/31/15
Kick-off with State	1 day	Wed 1/6/16	Wed 1/6/16
Kick-Off Meeting with Counties	2 days	Wed 2/10/16	Thu 2/11/16
System Certification	**32 days**	**Tue 1/19/16**	**Fri 2/19/16**
UVS Certification Tasks	**32 days**	**Tue 1/19/16**	**Fri 2/19/16**
Deadline for Cert. App. With TDP	1 day	Tue 1/19/16	Tue 1/19/16
Completion of documentation review	1 day	Tue 1/26/16	Tue 1/26/16
Prepare and finalize Test Plan Agreement	1 day	Fri 1/29/16	Fri 1/29/16

Task Name	Duration	Start	Finish
Complete supplemental testing, if necessary	1 day	Mon 2/15/16	Mon 2/15/16
Certification of System	1 day	Fri 2/19/16	Fri 2/19/16
Project Management Meetings w State/Counties	**346 days**	**Mon 1/18/16**	**Wed 12/28/16**
Project Update Call	**346 days**	**Mon 1/18/16**	**Wed 12/28/16**
Dominion Internal Project Management Meetings	**348 days**	**Fri 1/15/16**	**Tue 12/27/16**
Project Update Call	**348 days**	**Fri 1/15/16**	**Tue 12/27/16**
Procurement and Logistics	**30 days**	**Mon 2/1/16**	**Tue 3/1/16**
Procurement	**30 days**	**Mon 2/1/16**	**Tue 3/1/16**
ICC system	**30 days**	**Mon 2/1/16**	**Tue 3/1/16**
Canon G1130	30 days	Mon 2/1/16	Tue 3/1/16
Kofax board and software	30 days	Mon 2/1/16	Tue 3/1/16
Dell all-in-one PC	30 days	Mon 2/1/16	Tue 3/1/16
i-Button programmer	30 days	Mon 2/1/16	Tue 3/1/16
Other Requested Supplies and Consumables	30 days	Mon 2/1/16	Tue 3/1/16
ICX System	**30 days**	**Mon 2/1/16**	**Tue 3/1/16**
Tablets	30 days	Mon 2/1/16	Tue 3/1/16
Tablet Kiosk	30 days	Mon 2/1/16	Tue 3/1/16
Mag Striper Reader	30 days	Mon 2/1/16	Tue 3/1/16
Hub multiport network	30 days	Mon 2/1/16	Tue 3/1/16
BMD Printer	30 days	Mon 2/1/16	Tue 3/1/16
Networking Hardware	30 days	Mon 2/1/16	Tue 3/1/16
Administrator Laptop	30 days	Mon 2/1/16	Tue 3/1/16
Voting Booth	30 days	Mon 2/1/16	Tue 3/1/16
Accessibility system hardware	30 days	Mon 2/1/16	Tue 3/1/16
Other Identified or Requested IT Hardware	30 days	Mon 2/1/16	Tue 3/1/16
EMS and Adjudication Hardware	**30 days**	**Mon 2/1/16**	**Tue 3/1/16**
EMS Server	30 days	Mon 2/1/16	Tue 3/1/16
EMS Workstation	30 days	Mon 2/1/16	Tue 3/1/16
Adjudication Workstation	30 days	Mon 2/1/16	Tue 3/1/16
Network Security Devices	30 days	Mon 2/1/16	Tue 3/1/16
Monitors (2 server and Adjudication)	30 days	Mon 2/1/16	Tue 3/1/16
Keyboard, Mouse, Cables...	30 days	Mon 2/1/16	Tue 3/1/16
Report Printer	30 days	Mon 2/1/16	Tue 3/1/16
Other Identified or Requested IT Hardware	30 days	Mon 2/1/16	Tue 3/1/16
Configuration, Installation, Training and Testing	**182 days**	**Tue 12/1/15**	**Mon 5/30/16**
System Configuration	**43 days**	**Thu 12/31/15**	**Thu 2/11/16**
Create Election Data Import Bridge	**43 days**	**Thu 12/31/15**	**Thu 2/11/16**
Examine existing data structure	21 days	Thu 12/31/15	Wed 1/20/16
Create data import bridge from customer database	11 days	Tue 1/12/16	Fri 1/22/16
Test import bridge	4 days	Fri 1/22/16	Mon 1/25/16

Task Name	Duration	Start	Finish
Test new files from State with import bridge	4 days	Mon 2/8/16	Thu 2/11/16
Customization of configurable options	**56 days**	**Thu 12/31/15**	**Wed 2/24/16**
Finalize ballot style template	35 days	Thu 12/31/15	Wed 2/3/16
State to review and finalize ballot style templates	14 days	Thu 2/4/16	Wed 2/17/16
Define configurable settings	49 days	Thu 12/31/15	Wed 2/17/16
Finalize Election Night Reporting	21 days	Thu 2/4/16	Wed 2/24/16
Installation, Mock Election & Acceptance Testing	**43 days**	**Tue 2/16/16**	**Tue 3/29/16**
Preparation for Acceptance Testing	**18 days**	**Tue 2/16/16**	**Fri 3/4/16**
Review County Operations	18 days	Tue 2/16/16	Fri 3/4/16
Deployment & Acceptance Testing	**46 days**	**Mon 3/14/16**	**Thu 4/28/16**
Deploy servers, ICC and initial ICX units to all counties	16 days	Mon 3/14/16	Tue 3/29/16
On-site mock election preparation for all counties	16 days	Mon 3/14/16	Tue 3/29/16
Acceptance Testing of EMS, ICC and ICX for outlying counties	16 days	Mon 3/14/16	Tue 3/29/16
Acceptance Testing of EMS, ICC and ICX for remaining counties	31 days	Tue 3/29/16	Thu 4/28/16
Training	**182 days**	**Tue 12/1/15**	**Mon 5/30/16**
Finalize User Documentation	**28 days**	**Tue 12/1/15**	**Mon 12/28/15**
ICX Documentation	**28 days**	**Tue 12/1/15**	**Mon 12/28/15**
ICX User Guide	28 days	Tue 12/1/15	Mon 12/28/15
Acceptance Test Procedure, checklist and sign-off form	28 days	Tue 12/1/15	Mon 12/28/15
L&A Procedure, checklist and sign-off form	28 days	Tue 12/1/15	Mon 12/28/15
Poll-Worker Training Manual	28 days	Tue 12/1/15	Mon 12/28/15
ICC Documentation	**28 days**	**Tue 12/1/15**	**Mon 12/28/15**
ICC User Guide	28 days	Tue 12/1/15	Mon 12/28/15
Acceptance Test Procedure, checklist and sign-off form	28 days	Tue 12/1/15	Mon 12/28/15
Operator Training Manual	28 days	Tue 12/1/15	Mon 12/28/15
L & A Procedure, checklist and sign-off form	28 days	Tue 12/1/15	Mon 12/28/15
Adjudication	**28 days**	**Tue 12/1/15**	**Mon 12/28/15**
Adjudication Users Guide	28 days	Tue 12/1/15	Mon 12/28/15
Adjudication Quick Reference Guide	28 days	Tue 12/1/15	Mon 12/28/15
Operator Training Manual	28 days	Tue 12/1/15	Mon 12/28/15
L&A Procedure, checklist and sign-off form	28 days	Tue 12/1/15	Mon 12/28/15
EMS Documentation	**28 days**	**Tue 12/1/15**	**Mon 12/28/15**
EED Users guide	28 days	Tue 12/1/15	Mon 12/28/15
RTR Users guide	28 days	Tue 12/1/15	Mon 12/28/15
Customer System Training	**85 days**	**Mon 3/7/16**	**Mon 5/30/16**
Region 1 Training	**78 days**	**Mon 3/7/16**	**Mon 5/23/16**
ICC/Adjudication Operations training	2 days	Mon 3/7/16	Tue 3/8/16
ICX Operations training	1 day	Wed 3/9/16	Wed 3/9/16
EMS / RTR Training	5 days	Mon 4/25/16	Fri 4/29/16

Task Name	Duration	Start	Finish
Pollworker Train the Trainer	1 day	Mon 5/23/16	Mon 5/23/16
Region 2 Training	**73 days**	**Mon 3/14/16**	**Wed 5/25/16**
ICC/Adjudication Operations training	2 days	Mon 3/14/16	Tue 3/15/16
ICX Operations training	1 day	Wed 3/16/16	Wed 3/16/16
EMS / RTR Training	5 days	Mon 5/2/16	Fri 5/6/16
Pollworker Train the Trainer	1 day	Wed 5/25/16	Wed 5/25/16
Region 3 Training	**68 days**	**Mon 3/21/16**	**Fri 5/27/16**
ICC/Adjudication Operations training	2 days	Mon 3/21/16	Tue 3/22/16
ICX Operations training	1 day	Wed 3/23/16	Wed 3/23/16
EMS / RTR Training	5 days	Mon 5/9/16	Fri 5/13/16
Pollworker Train the Trainer	1 day	Fri 5/27/16	Fri 5/27/16
Tier 1.1 Counties Training	**64 days**	**Mon 3/28/16**	**Mon 5/30/16**
ICC/Adjudication Operations training	2 days	Mon 3/28/16	Tue 3/29/16
ICX Operations training	1 day	Wed 3/30/16	Wed 3/30/16
EMS / RTR Training	5 days	Mon 5/2/16	Fri 5/6/16
Pollworker Train the Trainer	1 day	Mon 5/30/16	Mon 5/30/16
2016 Primary Election	**59 days**	**Mon 5/2/16**	**Wed 6/29/16**
Election Programming	**28 days**	**Mon 5/2/16**	**Sun 5/29/16**
Final Election Ballot and Database Creation	**11 days**	**Mon 5/2/16**	**Thu 5/12/16**
Ballot Certification Deadline for Primary	1 day	Mon 5/2/16	Mon 5/2/16
Final Ballot and Report Proofs to County Officials	8 days	Tue 5/3/16	Tue 5/10/16
Ballot and Report Review by Client	1 day	Wed 5/11/16	Wed 5/11/16
Revisions to Ballots and/or Reports	1 day	Thu 5/12/16	Thu 5/12/16
Election Materials Provided to County	**17 days**	**Fri 5/13/16**	**Sun 5/29/16**
Official Ballot Images generated	1 day	Fri 5/13/16	Fri 5/13/16
L&A Test Ballots Generated	8 days	Fri 5/13/16	Fri 5/20/16
Distribute Election Project Packages	7 days	Mon 5/23/16	Sun 5/29/16
Primary Election - Finalize Election Files & Logic and Accuracy Testing	**12 days**	**Mon 5/30/16**	**Fri 6/10/16**
County Receives and Restores Election package	1 day	Mon 5/30/16	Mon 5/30/16
Test ballots provided to printer	3 days	Tue 5/31/16	Thu 6/2/16
Load Election Files to ICC and ICX	1 day	Tue 5/31/16	Tue 5/31/16
Scan test ballots, upload and verify results	10 days	Tue 5/31/16	Thu 6/9/16
Export Results to State-wide System	1 day	Fri 6/10/16	Fri 6/10/16
Election Support - Primary Election	**17 days**	**Mon 6/13/16**	**Wed 6/29/16**
Mail Ballot Tabulation Support	**16 days**	**Mon 6/13/16**	**Tue 6/28/16**
Region 1	16 days	Mon 6/13/16	Tue 6/28/16
Region 2	16 days	Mon 6/13/16	Tue 6/28/16
Region 3	16 days	Mon 6/13/16	Tue 6/28/16
County Tier 1.1	16 days	Mon 6/13/16	Tue 6/28/16

Task Name	Duration	Start	Finish
County Tier 1.1	16 days	Mon 6/13/16	Tue 6/28/16
VSPC	**9 days**	**Mon 6/20/16**	**Tue 6/28/16**
Region 1	9 days	Mon 6/20/16	Tue 6/28/16
Region 2	9 days	Mon 6/20/16	Tue 6/28/16
Region 3	9 days	Mon 6/20/16	Tue 6/28/16
County Tier 1.1	9 days	Mon 6/20/16	Tue 6/28/16
County Tier 1.1	9 days	Mon 6/20/16	Tue 6/28/16
Election Day Support	**3 days**	**Mon 6/27/16**	**Wed 6/29/16**
Region 1	3 days	Mon 6/27/16	Wed 6/29/16
Region 2	3 days	Mon 6/27/16	Wed 6/29/16
Region 3	3 days	Mon 6/27/16	Wed 6/29/16
County Tier 1.1	3 days	Mon 6/27/16	Wed 6/29/16
County Tier 1.1	3 days	Mon 6/27/16	Wed 6/29/16
General Election 2016	**165 days**	**Tue 7/5/16**	**Fri 12/16/16**
Project Plan Review and Update	**28 days**	**Tue 7/5/16**	**Mon 8/1/16**
Capture Lessons Learned	**14 days**	**Tue 7/5/16**	**Mon 7/18/16**
Internal Review	14 days	Tue 7/5/16	Mon 7/18/16
Stakeholder consultations	14 days	Tue 7/5/16	Mon 7/18/16
Review issues log	14 days	Tue 7/5/16	Mon 7/18/16
Revise Project Plan and Project Schedule	14 days	Tue 7/19/16	Mon 8/1/16
Revise Project and User Documentation	14 days	Tue 7/19/16	Mon 8/1/16
General Election Supplemental Training for Trainers	**16 days**	**Mon 9/19/16**	**Tue 10/4/16**
Region 1 Training	**2 days**	**Mon 9/19/16**	**Tue 9/20/16**
Refresh Training	2 days	Mon 9/19/16	Tue 9/20/16
Region 2 Training	**2 days**	**Wed 9/21/16**	**Thu 9/22/16**
Refresh Training	2 days	Wed 9/21/16	Thu 9/22/16
Region 3 Training	**2 days**	**Mon 9/26/16**	**Tue 9/27/16**
Refresh Training	2 days	Mon 9/26/16	Tue 9/27/16
County Tier 1.1	**2 days**	**Wed 9/28/16**	**Thu 9/29/16**
Refresh Training	2 days	Wed 9/28/16	Thu 9/29/16
County Tier 1.1	**2 days**	**Mon 10/3/16**	**Tue 10/4/16**
Refresh Training	2 days	Mon 10/3/16	Tue 10/4/16
Election Programming - General Election	**19 days**	**Mon 9/12/16**	**Fri 9/30/16**
Final Election Ballot and Database Creation	**9 days**	**Mon 9/12/16**	**Tue 9/20/16**
Ballot Certification Deadline for General	1 day	Mon 9/12/16	Mon 9/12/16
Final Ballot and Report Proofs to County Officials	8 days	Tue 9/13/16	Tue 9/20/16
Ballot and Report Review by Client	1 day	Tue 9/13/16	Tue 9/13/16
Revisions to Ballots and/or Reports	1 day	Wed 9/14/16	Wed 9/14/16
Election Materials Provided to County	**16 days**	**Thu 9/15/16**	**Fri 9/30/16**
Official Ballot Images generated	1 day	Thu 9/15/16	Thu 9/15/16

Task Name	Duration	Start	Finish
L & A Test Ballots Generated	8 days	Fri 9/16/16	Fri 9/23/16
Distribute Election Project Packages	7 days	Sat 9/24/16	Fri 9/30/16
General Election - Finalize Election Files & Logic and Accuracy Testing	**16 days**	**Wed 10/5/16**	**Thu 10/20/16**
County Receives and Restores Election package	1 day	Wed 10/5/16	Wed 10/5/16
Test ballots provided to printer	3 days	Thu 10/6/16	Sat 10/8/16
Load Election Files to ICC and ICX	1 day	Mon 10/10/16	Mon 10/10/16
Scan test ballots, upload and verify results	10 days	Mon 10/10/16	Wed 10/19/16
Export Results to State-wide System	1 day	Thu 10/20/16	Thu 10/20/16
Election Support - General Election	**54 days**	**Mon 10/24/16**	**Fri 12/16/16**
Mail Ballot Tabulation Support	**16 days**	**Mon 10/24/16**	**Tue 11/8/16**
Region 1	**16 days**	**Mon 10/24/16**	**Tue 11/8/16**
Region 2	**16 days**	**Mon 10/24/16**	**Tue 11/8/16**
Region 3	**16 days**	**Mon 10/24/16**	**Tue 11/8/16**
County Tier 1.1	**16 days**	**Mon 10/24/16**	**Tue 11/8/16**
County Tier 1.1	**16 days**	**Mon 10/24/16**	**Tue 11/8/16**
VSPC support	**16 days**	**Mon 10/24/16**	**Tue 11/8/16**
Region 1	16 days	Mon 10/24/16	Tue 11/8/16
Region 2	16 days	Mon 10/24/16	Tue 11/8/16
Region 3	16 days	Mon 10/24/16	Tue 11/8/16
County Tier 1.1	16 days	Mon 10/24/16	Tue 11/8/16
County Tier 1.1	16 days	Mon 10/24/16	Tue 11/8/16
Election Day Support	**3 days**	**Mon 11/7/16**	**Wed 11/9/16**
Region 1	3 days	Mon 11/7/16	Wed 11/9/16
Region 2	3 days	Mon 11/7/16	Wed 11/9/16
Region 3	3 days	Mon 11/7/16	Wed 11/9/16
County Tier 1.1	3 days	Mon 11/7/16	Wed 11/9/16
County Tier 1.1	3 days	Mon 11/7/16	Wed 11/9/16
Project Plan Review and Update	**33 days**	**Mon 11/14/16**	**Fri 12/16/16**
Capture Lessons Learned	**33 days**	**Mon 11/14/16**	**Fri 12/16/16**
Internal Review	5 days	Mon 11/14/16	Fri 11/18/16
Stakeholder consultations	5 days	Mon 12/5/16	Fri 12/9/16
Review issues log	5 days	Mon 12/12/16	Fri 12/16/16

Schedule 1

Master Voting System Agreement between Dominion Voting Systems and the Colorado Secretary of State

EXHIBIT B
SOFTWARE LICENSE TERMS AND CONDITIONS

1. Definitions.

1.1. "Documentation" means manuals, handbooks, maintenance libraries, and other publications supplied with the Software, including System technical documentation, user documentation and training materials.

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 to the Licensee.

1.7. "Third-Party Products" means any software or hardware obtained from third-party manufacturers or distributers and provided by Licensor hereunder.

2. License Terms.

2.1. License to Software. Subject to the terms of this Agreement, Licensor grants Licensee a non-exclusive 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, except as provided in Section 8 of this Exhibit B cannot be transferred or sublicensed.

2.2. Third-Party Products. Subject to the terms of this Agreement, and when permissible, Licensor grants to Licensee a sublicense to use any software that constitutes or is contained in Third-Party Products, in object code form only, for use during the Term as part of the System for the purposes described in Section 2.1. 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.

2.3. 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, except as otherwise provided in Section 8, and agrees not to reverse engineer or otherwise attempt to derive the source code of the Software. Except as otherwise provided in Section 8, 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. In consideration of the grant of the license, the Licensee shall pay the 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 provisions of the election laws and regulations of the Licensee's State, Licensor may make the certified software upgrade available to the Licensee and install the upgrade during a regularly schedule preventive maintenance as described in Exhibit A.

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 during the Term, the Software will function substantially in accordance with the Specification. 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. Licensor shall assist Licensee in making warranty claims for Third-Party Products that do not permit Licensor to pass warranties through to Licensee.

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 Licensee's possession or control, or destroy all such Software from any electronic media, and certify in writing to Licensor that it has been destroyed.

8. Permitted County Use. In the event that any term or condition of this Exhibit B conflicts with the Master Voting System Agreement between Dominion Voting Systems and Colorado Secretary of State ("Master Agreement"), the Master Agreement shall prevail. Notwithstanding any provision of this Exhibit B to the contrary, Licensee is permitted to perform the following acts or services without the consent of Licensor:

8.1. Transfer or loan its rights and obligations under this Agreement to one or more Colorado counties that operates or utilizes the Dominion Hardware and Software, with the advance approval of the Secretary of State;

8.2. Program election databases and voting devices for other political subdivisions of the State of Colorado without charge.

8.3. Use the Software to conduct elections for other political subdivisions wholly or partially located in the same county.

8.4. Permit the State of Colorado to program Licensee's election databases and voting devices.