

Addendum A
Post Warranty Maintenance and Support Services

1. Term; Termination. This Addendum A for Hardware Maintenance and Software Maintenance and Support Services shall be in effect for the coverage period as described in Schedule 5-1 (the "Initial Term"). Upon expiration of the Initial Term, this Addendum A shall automatically renew for an unlimited number of successive Two Year Periods (each a "Renewal Period") until this Agreement is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Agreement, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after CONTRACTOR notifies COUNTY that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in COUNTY's jurisdiction, or (e) the date which is thirty (30) days after COUNTY fails to pay any amount due to CONTRACTOR under this Agreement. Upon the termination of the license, COUNTY shall immediately return the Software and Documentation (including any and all copies thereof) to CONTRACTOR, or (if requested by CONTRACTOR) destroy the Software and Documentation and certify in writing to CONTRACTOR that such destruction has occurred. The termination of this Agreement shall not relieve COUNTY of its liability to pay any amounts due to CONTRACTOR hereunder and shall only entitle COUNTY to a prorated refund of any fees already paid to CONTRACTOR in the event that this Agreement is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for CONTRACTOR's agreement to provide Hardware Maintenance and Software Maintenance and Support Services under this Agreement, COUNTY shall pay to CONTRACTOR the Hardware Maintenance and Software Maintenance and Support Fees set forth on Schedule 5-1 for the Initial Term. The Hardware Maintenance and Software Maintenance and Support Fees for any Renewal Period shall be as agreed to by the parties and such fees will not exceed CONTRACTOR's list prices which are in effect at the time of commencement of such Renewal Period. The Renewal Period fees are due and payable no later than thirty (30) days prior to the beginning of such renewal period. The Software Maintenance and Support Fees shall be comprised of (I) a fee for the Software Maintenance and Support of the CONTRACTOR Firmware, and (II) a fee for the Software Maintenance and Support for all other CONTRACTOR Software, and shall be in addition to any fees or charges separately referred to in any Section of this Agreement. If COUNTY elects to receive Hardware Maintenance or Software Maintenance and Support for an Add-On License or New Product during the Initial Term or any renewal thereof, CONTRACTOR will charge an incremental fee for such services. In the event COUNTY terminates this Agreement through no fault of CONTRACTOR and later desires to subscribe to a Hardware Maintenance or Software Maintenance and Support Plan, or otherwise changes its Hardware Maintenance or Software Maintenance and Support Plan with CONTRACTOR during the Initial Term or any renewal thereof, CONTRACTOR will charge the COUNTY its then current contract administration fee in order to process such new subscription for, or change in, Hardware Maintenance or Software Maintenance and Support Coverage.

ARTICLE II

HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to COUNTY under this Agreement for the CONTRACTOR equipment listed on Schedule 5-1 is set forth on Schedule 5-1 (the "Products") and shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** A CONTRACTOR Representative shall provide such services as may be necessary to keep the Products in Normal Working Condition ("Routine Maintenance Services") once each Twenty-Four (24) Months during the Initial Term or any renewal thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any CONTRACTOR Equipment components that are consumed in the normal course of operating the

Equipment, including, but not limited to, paper rolls, batteries, removable media storage devices, PCMCIA cards, ink pads, ink cartridges or marking devices. COUNTY may request that Routine Maintenance Services be performed more than once during the initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule 5-1 and shall be due within thirty (30) days after invoice date. At the request of COUNTY, CONTRACTOR shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to the Products. CONTRACTOR will schedule the Routine Maintenance Services with COUNTY. The Routine Maintenance Services will be provided at COUNTY's Designated Location. COUNTY's "Designated Location" shall mean COUNTY's owned or leased facility at which COUNTY desires CONTRACTOR to perform the Hardware Maintenance Services, such locations may not be COUNTY owned or leased facilities and may include city halls. COUNTY acknowledges and agrees that the performance of Routine Maintenance Services for Product(s) identified on Schedule 5-1 as "depot repair only" shall only be provided pursuant to Section 1(b) below.

b. Repair Services.

i. Defects Under Normal Use and Service. If a defect or malfunction occurs in any Product while it is under normal use and service, COUNTY shall promptly notify CONTRACTOR, and CONTRACTOR shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by CONTRACTOR pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". CONTRACTOR will perform Repair Services in conjunction with a preventative maintenance event as follows: Repair Services for Products covered under this Agreement will be performed at COUNTY's Designated Location.

Defects Due to COUNTY Actions or Omissions. If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by CONTRACTOR, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by CONTRACTOR or (3) causes beyond the reasonable control of CONTRACTOR or COUNTY, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if COUNTY does not notify CONTRACTOR within 24 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, COUNTY shall pay CONTRACTOR for the Repair Services at CONTRACTOR'S then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. Timing. The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by CONTRACTOR and COUNTY. If COUNTY requires CONTRACTOR to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided within 48 hours after COUNTY notifies CONTRACTOR of the need therefor), and such emergency Repair Services are not needed as a result of an action, error or omission by CONTRACTOR, COUNTY shall pay a surcharge, as set forth on Schedule 5-1.

iv. Loaner Unit. At COUNTY's request and if such product is available, CONTRACTOR shall use reasonable efforts to promptly make available to COUNTY a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(4)(11) above, COUNTY shall pay CONTRACTOR for the use of the Loaner Unit at CONTRACTOR's then-current rates including the cost of shipping.

c. Exclusions. CONTRACTOR has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product

components that are consumed in the normal course of operating the Product, including, but not limited to, paper rolls, batteries, removable media storage devices, PCMCIA cards, ink pads, ink cartridges or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, CONTRACTOR may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, CONTRACTOR shall no longer be required to provide Hardware Maintenance Services for such Product. CONTRACTOR shall also refund to COUNTY an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in *the* respective period within such Initial Term or Renewal Period.

d. Sole Provider: Access. COUNTY shall not permit any individual other than an CONTRACTOR Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. COUNTY shall provide CONTRACTOR Representatives with all information necessary to enable them to provide Hardware Maintenance Services. COUNTY shall likewise provide full access to the Products, and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. Storage. When not in use, Products should be stored in a clean, secure environment. During operation of the Products, the facility temperature range should be 50° to 104 and the moisture range should be 10% to 50% relative humidity.

f. Reinstatement of Hardware Maintenance Services: Inspection. If the Initial Term or any renewal thereof expires without being renewed, COUNTY may thereafter resume receiving Hardware Maintenance Services upon (a) notification to CONTRACTOR and (b) the granting to CONTRACTOR of access to the Products. CONTRACTOR requires COUNTY to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are fit for the ordinary purpose for which they are to be used, normal wear and tear excepted ("Normal Working Condition"). The cost of such inspection will be at the current published CONTRACTOR Technician labor rate and shall be due from COUNTY within thirty (30) days of its receipt of CONTRACTOR's invoice therefore. If any of the Products is not in Normal Working Condition, CONTRACTOR, at the option of COUNTY, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at COUNTY's expense with respect to the cost of any labor (charged at the current published CONTRACTOR Technician labor rate) and parts used in such repairs or' replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III

SOFTWARE MAINTENANCE AND SUPPORT SERVICES

1. Services Provided. CONTRACTOR shall provide maintenance and support services ("Software Maintenance and Support") for the CONTRACTOR Software and CONTRACTOR Firmware (collectively, "CONTRACTOR Software"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software Maintenance and Support services provided by CONTRACTOR and each party's obligations with respect to such services are set forth on Schedule 5-1.

2. Updates. During the Initial Term and any Renewal Period thereof, CONTRACTOR may provide new releases, upgrades or maintenance patches to the CONTRACTOR Software, along with appropriate documentation ("Updates"), on a schedule defined by CONTRACTOR. COUNTY is responsible for obtaining and

Installing any upgrades or purchases of third party hardware or software required to operate the Updates. All Updates shall be deemed to be "Software", and shall be subject to all the terms and conditions of CONTRACTOR's license of the Software, upon delivery. COUNTY shall install Updates in accordance with CONTRACTOR's recommended instructions or may request that CONTRACTOR install the Updates. In the event COUNTY requests CONTRACTOR to install an CONTRACTOR Firmware Update, CONTRACTOR shall install such Update only in connection with the Routine Maintenance Services provided herein. CONTRACTOR may charge COUNTY at its then-current rates to (a) ship the Updates, (b) install the Updates (c) provide maintenance and support on the Software which is required as a result of COUNTY's failure to timely install an Update or (d) train the COUNTY on the Updates. COUNTY shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by COUNTY's failure to install and use the most recent Update provided to it by CONTRACTOR. If COUNTY proposes changes in the Software to CONTRACTOR, such proposals will become CONTRACTOR'S property. CONTRACTOR may, in its sole discretion, elect to make or not to make such changes without reference or compensation to COUNTY or any third party. CONTRACTOR represents to COUNTY that the Updates will comply with all applicable state law requirements at the time of delivery. COUNTY shall be responsible to ensure that it has Installed and is using only certified versions of Software in accordance with applicable law. COUNTY shall pay CONTRACTOR for any Update which is required due to a change in federal or state law.

3. Conditions. CONTRACTOR shall not provide Software Maintenance and Support for any item of CONTRACTOR Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by CONTRACTOR, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by CONTRACTOR, (c) causes beyond the reasonable control of CONTRACTOR or COUNTY, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) COUNTY's failure to timely and properly install and use the most recent update provided to it by CONTRACTOR, (e) COUNTY'S failure to notify CONTRACTOR within 24 hours after COUNTY knows of the need for such services, or (f) if COUNTY is otherwise not in compliance with its obligations under this Agreement. Any such Software Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software Maintenance and Support arises. Replacement versions of Software requested by COUNTY as a result of items set forth in this Section 3 or as a result of COUNTY'S actions or inactions shall be billable to COUNTY at CONTRACTOR's then current rates.

4. Proprietary Rights. CONTRACTOR shall own the entire right, title and interest In and to all corrections, programs, information and work product conceived, created or developed, alone or with COUNTY or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon. Subject to the payment of all Software Maintenance and Support Fees, CONTRACTOR hereby grants to COUNTY a non-exclusive license to use that portion of such corrections, programs, information and work product that CONTRACTOR actually delivers to COUNTY pursuant to this Agreement. All licensed items shall be deemed to be CONTRACTOR Software for purposes of this Agreement. Except and to the extent expressly provided herein, CONTRACTOR does not grant to COUNTY any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Agreement.

5. Reinstatement of Software Maintenance and Support. if the Initial Term or any Renewal Period thereof expires without being renewed, COUNTY may thereafter resume receiving Software Maintenance and Support upon (a) notification to CONTRACTOR, (b) payment of all fees, including a reinstatement charge, which would have been due to CONTRACTOR had the Initial Term or any Renewal Period not expired, and (c) the granting to CONTRACTOR of access to the CONTRACTOR Software, so that CONTRACTOR may analyze it and perform such maintenance as may be necessary before resuming the Software Maintenance and Support.

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CONTRACTOR HARDWARE MAINTENANCE FEES

Initial Maintenance Term: Five (5) Years Beginning Upon Expiration of the Warranty Period

Qty	Description	Annual Maintenance Fee Per Unit	Annual Maintenance Fee in Total
550	DS200 Scanner	\$187.20	\$102,960.00
4	DS850 Scanner	\$3,465.90	\$13,863.60
Total Annual Hardware Maintenance Fees for the Initial Term			\$116,823.60

Note 1: The Per-Unit Fees If **COUNTY requests more than one Routine Maintenance visit in a 24-month period shall be 55% of the then** current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be 150% of the then current maintenance fee **per unit**.

Note 3: COUNTY's Designated Locations: To be provided by the COUNTY

Note 4: Upon expiration of the Initial Maintenance Term, this Agreement shall automatically renew for an unlimited number of successive two-year periods (each a "Renewal Period") until this Agreement is terminated **according to Article I, Section 1.**

Hardware Maintenance Services Provided by CONTRACTOR Under the Agreement

1. Telephone support.

- CONTRACTOR will provide Hardware support on procedural questions of a specific nature not covered in CONTRACTOR's Hardware User Manuals;
- CONTRACTOR will verify the appropriate steps to take to resolve Issues identified by the COUNTY.

2. Issue Resolution. (to be provided on a limited basis)

- CONTRACTOR will provide Hardware issue resolution on a limited basis once the COUNTY has followed all issue resolution procedures as set forth in the Equipment User Manuals and as directed in the required training course. If it becomes apparent that the COUNTY has not followed the appropriate Equipment User Manual and/or training directives, COUNTY will be advised to begin the issue resolution process over by following the procedures identified in the Equipment User Manuals or by utilizing CONTRACTOR Election Services. The COUNTY may also be advised that additional training may be necessary to ensure the COUNTY has the appropriate level of issue resolution training.

3. CONTRACTOR posts Technical Bulletins available through COUNTY's CONTRACTOR Web-based portal.

4. Routine Maintenance Services.

- Onsite scheduled maintenance inspection per Article 2, Section 1a. The inspection includes:
 - Service performed by an CONTRACTOR trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
 - Replacement of worn or defective with new or remanufactured federally and state certified parts.
 - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
 - Use of a checklist tailored for each piece of equipment.
 - Update of maintenance records which are kept by serial number and available to you through your CONTRACTOR Web-based portal.

5. Repair Services.

- COUNTY receives coverage for interim repair calls.
 - Interim calls may be scheduled during the regular Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity of COUNTY's location if they are not election critical.
 - A Product may be sent to CONTRACTOR's Depot location for repairs at a time to be mutually agreed upon by CONTRACTOR and COUNTY.

6. Priority Services.

- COUNTY has access to the CONTRACTOR Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified CONTRACTOR parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, CONTRACTOR is under no obligation and shall not provide other Hardware Maintenance Services to the COUNTY unless previously agreed upon in writing by the parties.

CONTRACTOR SOFTWARE MAINTENANCE AND SUPPORT FEES

Initial Maintenance Term: Five (5) Years Beginning Upon Expiration of the Warranty Period

Listed below are the Unity Software Modules and Fees for which Software Maintenance and Support will be provided:

Qty	Description	Annual Software Maintenance and Support
1	ElectionWare PYO Standard Software includes ElectionWare Reporting, Rank Choice Voting, Automated Test Deck, Synthesized	\$41,998.00
Total Annual Software Maintenance and Support Fees for the Initial Term		\$41,998.00

Listed below are the Hardware Products and Fees for which Firmware Maintenance and Support will be provided:

Qty	Description	Annual Firmware Maintenance and Support Fee Per Unit	Annual Firmware Maintenance and Support Fee In Total
550	DS200 Scanner	Included in Hardware Maintenance Fee	Included in Hardware Maintenance Fee
4	DS850 Scanner	Included in Hardware Maintenance <i>Fee</i>	Included in Hardware Maintenance Fee
Total Annual Firmware Maintenance and Support <i>Fees</i> for the Initial Term			Included In Hardware Maintenance Fee

Software Maintenance and Support Services Provided by CONTRACTOR Under the Agreement

1. Telephone support.

- CONTRACTOR will provide Software support on procedural questions of a specific nature not covered in CONTRACTOR'S Software User Manuals;
- CONTRACTOR will verify the appropriate steps to take to resolve issues identified by the COUNTY.

2. Issue Resolution. (to be provided on a limited basis)

- CONTRACTOR will provide Software issue resolution on a limited basis once the COUNTY has followed all issue resolution procedures as set forth in the Software User Manuals and as directed in the required training course. If it becomes apparent that the COUNTY has not followed the appropriate Software User Manual and/or training directives, COUNTY will be advised to begin the issue resolution process over by following the procedures identified in the Software User Manuals or by utilizing CONTRACTOR Election Services, The COUNTY may also be advised that additional training may be necessary to ensure the COUNTY has the appropriate level of issue resolution training.

3. CONTRACTOR will provide Technical Bulletins available on the CONTRACTOR COUNTY Portal on a schedule to be determined by CONTRACTOR regarding specific issues the COUNTY may be experiencing.

Note: Except for those Software Maintenance and Support services specifically set forth herein, CONTRACTOR is under no obligation and shall not provide other Software Maintenance and Support services to the COUNTY unless previously agreed upon by the parties.

Software Maintenance and Support and Hardware Maintenance and Swoon Services— COUNTY Responsibilities

1. COUNTY's current software and hardware operator shall have completed a full software training session for each product selected.

COUNTY shall have completed training at a proficiency level to successfully use hardware (firmware) and software products for General and Primary elections.

- COUNTY shall have the ability to install firmware and application software and make changes to date and time settings.

dr COUNTY shall have the ability to store equipment in accordance with CONTRACTOR requirements.

2. COUNTY shall have reviewed a complete set of User Manuals.
3. COUNTY shall have reviewed Training Checklists.
4. COUNTY shall be responsible for integration of any third party hardware or software application or system purchased by the customer, unless otherwise agreed upon, in writing, by the parties.
5. COUNTY shall be responsible for data extraction from COUNTY VR system.
6. COUNTY shall be responsible for implementation of any security protocols physical, network or otherwise.
7. COUNTY shall be responsible for COUNTY Acceptance of the hardware, unless otherwise agreed upon, in writing, by the parties.
8. COUNTY shall be responsible for any error or exception handling not identified in the User Guides as part of CONTRACTOR software or hardware.
9. COUNTY shall be responsible for customer network design, layout, set up, administration, maintenance or connectivity.
10. COUNTY shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-CONTRACTOR Ballot Partner Printers ballots.