



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, August 09, 2022
Contract/Agreements

IN THE MATTER OF ACCEPTING AND APPROVING THE PROPOSAL FOR ELECTION EQUIPMENT AND APPROVING AND AUTHORIZING EXECUTION OF THE PURCHASE AGREEMENT FOR UNISYN VOTING SOLUTIONS OPNELECT VOTING SYSTEM WITH HENRY M. ADKINS & SON, INC.

WHEREAS, one of the primary duties of the County Clerk is to serve as the Chief Election Authority for Franklin County, Missouri ("Franklin County"); and

WHEREAS, one of the major duties of the Chief Election Authority is to maintain accurate and efficient voting machines and equipment; and

WHEREAS, a Request for Proposals for Election Equipment was published in the Washington, Missourian June 15, 2022 edition for receipt by July 12, 2022; and

WHEREAS, one (1) Proposal was received from Henry M. Adkins & Son, Inc. ("Adkins"); and

WHEREAS, after due deliberation and consideration, and following review and discussion with the Franklin County Clerk's Office, it is the recommendation of the Franklin County Clerk's Office that Adkins Proposal for Election Equipment be accepted and approved; and

WHEREAS, Adkins will supply Franklin County with Unisyn Voting Solutions OpenElect Voting System ("OpenElect"), voter tabulation hardware products ("election equipment") and related software, services and licensing for the use of the Franklin County Clerk's Office; and

WHEREAS, the total cost for the OpenElect election equipment is not to exceed \$413,910.00, the total cost for the annual software and firmware licensing, and annual maintenance and extended warranty is not to exceed \$27,705.00, for the total cost not to exceed \$441,615.00 as shown in Exhibit A, Exhibit B, and Exhibit C of the Purchase Agreement for Unisyn Voting Solutions OpenElect Voting System ("Purchase Agreement") attached hereto and incorporated by reference as fully set forth herein; and

WHEREAS, the Franklin County Commission hereby finds and determines it is in the best interest of Franklin County to accept and approve Adkins Proposal for Election Equipment and authorize execution of the Purchase Agreement with Adkins.


IT IS THEREFORE ORDERED by the Franklin County Commission that the Proposal for Election Equipment submitted by Henry M. Adkins & Son, Inc. is hereby accepted and approved.

IT IS FURTHER ORDERED that the Purchase Agreement for Unisyn Voting Solutions OpenElect Voting System with Henry M. Adkins & Son, Inc. is hereby accepted and approved and that the Franklin County Commissioners are authorized to execute said Agreement and any and all documents as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of the County of Franklin, Missouri.

IT IS FURTHER ORDERED that a copy of this Order and the executed Agreement be provided to Henry M. Adkins & Son, Inc.; Tim Baker, County Clerk; Jane Luechtefeld, Director of Elections; Shakara Bray, Purchasing Director; Angela Gibson, Auditor; and to Lynne Maloney, Accounts Payable.

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this order is chargeable and a cash balance otherwise unencumbered in the treasury to the credit of the fund which payment is to be made, each sufficient to meet this obligation.

Auditor Angela Gibson 8/9/22
Act. No. 495-495-1096.640



Presiding Commissioner



Commissioner of 1st District

Commissioner of 2nd District



**FRANKLIN COUNTY
PURCHASING DEPARTMENT
REQUEST FOR PROPOSALS (RFP) COVER PAGE**

RFP NO: #2022-28

TITLE: Election Equipment

Solicitation Schedule & Deadlines:

June 15, 2022	Solicitation Release Date
June 20, 2022 10:00AM	Deadline for Submitting Questions
June 22, 2022 4:30PM	Deadline to post Addendum
July 12, 2022 2:00PM	Deadline to Submit Response

Responses must be received no later than "Deadline to Submit Response"

July 12, 2022 2:00PM

Shakara Bray, Purchasing Agent

Meagan Cowsert, Assistant Purchasing Agent

Phone: 636-584-6274 Email: purchasing@franklinmo.net

Submittal Instructions: Print this Packet in its entirety and complete all pages per instructions. Print the SEALED RESPONSE LABEL found in Attachment 1 of this packet and attach to the front of your envelope.



FRANKLIN COUNTY
PURCHASING DEPARTMENT

August 4, 2022

Tim Brinker, Presiding Commissioner
Todd Boland, 1st District Commissioner
Dave Hinson, 2nd District Commissioner

RE: 2022-28 Election Equipment

Dear Commissioners:

On July 12, 2022 the Purchasing Department received and opened one proposal for Election Equipment from Henry M Adkins & Son Inc. After speaking with the Clerk's Office and evaluating the proposal, it is the recommendation of the Clerk's Department to award to Henry M Adkins & Son Inc. as they are the lowest and most responsive.

Respectfully,

A handwritten signature in black ink that reads "Shakara Bray". The signature is written in a cursive style with a large, sweeping flourish at the end.

Shakara Bray
Purchasing Agent, Franklin County



HENRY M. ADKINS & SON, INC.

and

FRANKLIN COUNTY, MISSOURI

PURCHASE AGREEMENT

for

**UNISYN VOTING SOLUTIONS
OpenElect Voting System**

CONTRACT REVISION DATE:

August 1, 2022

1.0 Parties

This agreement (herein referred to as "Agreement") is entered into between Henry M. Adkins & Son, Inc., a Missouri based corporation, United States of America (herein referred to as "Adkins" or "Supplier") and **Franklin County, Missouri** (herein referred to as "Customer") for Unisyn Voting Solutions OpenElect voting system, services and licensing.

The Parties to the Contract (each a "Party" and collectively, the "Parties") are the Customer, whose address is **400 E. Locust, Ste. 201, Union, MO 63084** and Henry M. Adkins & Son, Inc. whose address is 331 Independence Ave., Clinton, MO 64735. This contract is effective upon execution by each Party and receipt of all necessary approvals.

Attached hereto and made part of this Agreement are the following schedules, exhibits and/or specifications:

Exhibit A: Pricing and Contract Deliverables
Annual Software and Firmware Fees
Annual Maintenance/Warranty Fees

2.0 Purpose of Contract

The purpose of this contract is for Supplier to supply voter tabulation hardware products and related software and services to Customer. The systems, equipment, services to be supplied and the prices to be paid are as listed in Exhibit A.

3.0 Definitions of Terms

"Acceptance Testing" means the testing performed to ensure that the hardware and software acquired operates in compliance with supplied OpenElect System documentation.

"Deliverables" means all of the hardware products, software products, services and supplies purchased by Customer as priced in Exhibit A.

"Hardware Products" means the OpenElect hardware as described in Exhibit A.

"OpenElect System Documentation" or **"Documentation"** refers to each manual provided to Customer of the Voting System.

4.0 Payment

For the total purchase price set forth in Exhibit A, Supplier agrees to sell, and Customer agrees to purchase the Deliverables described in Exhibit A.

Supplier will invoice Customer after delivery of Deliverables and Acceptance Testing has concluded. Invoice will reflect full purchase price. Adkins will accept full payment, as described in Exhibit A, upon receipt or interest free (0%) financing for a period of three (3) years as set forth below:

Due Upon Delivery: \$137,970

Due July 31, 2023: \$137,970

Due July 31, 2024: \$137,970

With respect to late payments, Customer shall pay interest at the rate of 1.5% per month.

5.0 Cancellation and Return of Defective Items

5.1 Right of Return of Defective Items

Prior to completion of Acceptance Testing, Customer may return items that are defective and not in conformance with Supplier's specifications. After Acceptance Testing, and except for defective items covered by the Supplier's Warranty herein, all goods and items delivered are not subject to any additional rights of return. Any defects or deficiencies discovered after acceptance shall be repaired or replaced under Supplier's warranty as set forth herein or under the Hardware Warranty Agreement.

5.2 Cancellation

This agreement and the obligations hereunder may be cancelled in its entirety by Customer within seven (7) days of the date of Customer's signature. Supplier shall not be obligated to proceed with Supplier's duties during this time. And any dates for performance shall be delayed by an equivalent period of time unless Customer waives such right of cancellation. Custom may waive such cancellations right by signing where indicated on the signature page or otherwise requesting the Supplier to proceed with deliveries according to the request schedule.

6.0 Acceptance Testing

Testing of each piece or component of the Hardware and Software Products shall be performed by Supplier at the Supplier's facility prior to delivery of the Hardware Products and Software Products to ensure that it is in good working order and complies with the terms of this Contract.

Supplier will conduct Acceptance Testing on the goods at the Customer's facility. The Acceptance Testing process assures that the system operates according to the supplied OpenElect system documentation.

7.0 Responsibilities of Customer

The Customer shall act in good faith in the performance of its respective responsibilities under this Contract and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the Supplier in order to perform its responsibilities under this Contract.

8.0 Grant of Licenses

All Software Products will be licensed to the Customer in accordance with the terms set forth in Exhibit B (Software License Agreement). In consideration for Supplier's grant of the license for Software, Customer shall pay Supplier the Software License Fees set forth in Exhibit A. Upon Supplier's request, Customer agrees to sign license confirmation agreements from time to time upon delivery or installation of the Software and Updates.

9.0 Title and Risk of Loss

Title and risk of loss for each item of Hardware identified on Exhibit A and the tangible media holding the Software Products identified in Exhibit A, will pass to the Customer on receipt of each item of Hardware. However, shipment will not diminish any rights Customer has pursuant to this Contract, including rights to repairs and replacements under applicable warranty and maintenance terms.

- 9.1** Risk of loss or damage in respect of the Hardware Products shall pass to Customer upon receipt of each item of Hardware. Except as set forth herein, title and ownership to the Hardware Products shall pass to Customer upon payment in full of the Total Purchase Price for each item as set out in Exhibit A.

- 9.2** Upon receipt of Hardware Products as specified in Exhibit A, Customer:
 - 9.2.1** Will comply with all laws relating in any way to the use, operation or maintenance of the Deliverables;

 - 9.2.2** Shall not make any alterations, additions, modification or improvements to the Hardware Products without the prior written consent of Supplier.

- 9.3** After payment in full of the Total Purchase Price as specified in Exhibit A, Supplier shall take no action which impairs Customer's right to the possession and use of the Deliverables except to the extent required to protect Supplier's interest in software and confidential information.

10.0 Shipping and Receiving, Freight and Insurance

Hardware Products will be delivered via Adkins fleet. Umbrella insurance covers all Hardware Products in transit. Larger orders may be delivered via Freight Carrier from Unisyn's facility in Vista (San Diego), California. Customer may elect to provide transportation and shipping insurance by providing specific written notice to Supplier of its intent to do so, otherwise, Supplier shall arrange for shipping and insurance.

11.0 Warranty

All Hardware Products when delivered are warranted to be free from manufacturing defects and conform to documentation and specifications published by Supplier. Should any Hardware Products fail to conform to the preceding warranty during the initial twelve (12) months commencing from the date of completion of out-of-box testing. Supplier shall repair or replace any item determined by Supplier to be non-conforming after inspection of the item by Supplier. After initial warranty, Customer may purchase Extended Warranties as provided in Exhibit C (Hardware Warranty Agreement) for annual fees set forth in Exhibit A. OpenElect product warranty services are provided at either Adkins' repair depot in Clinton, Missouri or Unisyn's repair center in Vista (San Diego), California.

12.0 General Provisions

12.1 Amendments

Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the Parties to this Contract shall be valid and binding on the parties only when incorporated by written instrument, executed and signed by all Parties to this Contract.

12.2 Applicable Law/Venue

Interpretation of this Agreement shall be governed by the laws of the State of Missouri and the courts of the State of Missouri will have exclusive jurisdiction, except with respect to claims that are subject to Federal jurisdiction.

12.3 Assignment

Neither Party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other Party, such consent not to be unreasonably denied, withheld or delayed.

12.4 Exhibits and Appendices

The Exhibits and Appendices referred to in and attached to this Contract are made a part of it as if fully included in the text and the term "Contract" is a collective reference to this document and such Appendices.

12.5 Consents

Supplier represents and warrants that it has the requisite power and authority to bind Supplier and its Contract designated affiliates, and to execute and deliver this Contract and perform its obligations hereunder. Customer represents and warrants that it has the requisite power and authority to execute and deliver this Contract and perform its obligations hereunder.

Each Party will obtain and maintain all consents, authorizations and approvals of third parties necessary to allow (i) Supplier to provide the Services and otherwise fulfill its obligations under this Contract, and (ii) Customer to fulfill its obligations under this Contract. No Party will be in breach of its obligations hereunder for failure to obtain any such consent, authorization or approval unless it has actual knowledge of the need to obtain such consent and fails to use reasonable efforts to obtain such consent, authorization or approval.

12.6 Indemnification

The Supplier shall indemnify, defend and hold harmless the Customer and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability, to the extent caused by the negligent or otherwise wrongful acts of Supplier as determined by such court to be liable to third parties. To avail itself of this indemnity, Customer shall within 10 days of receipt of any suit, claim or demand tender the full and complete control of the defense and settlement of the matter to Supplier and provide reasonable assistance to Supplier in the defense thereof.

12.7 Interpretation

The following rules of interpretation must be applied in interpreting this Contract:

12.7.1 Headings and captions are for convenience only and are not to be used in the interpretation of this contract;

12.7.2 The provisions of the Exhibits are incorporated in this Contract, and in the event of a conflict between an Exhibit and this Contract, to the extent the conflicting provisions can reasonably be interpreted so that such provisions are consistent with each other, such consistent interpretation will prevail, and otherwise, the terms of the Contract govern;

12.7.3 Consents or approvals required to be given under this Contract shall not be unreasonably withheld, delayed or denied unless the Contract expressly states otherwise; and

12.7.4 All requests under this Contract shall be reasonable.

12.8 Severability

The provisions of this Contract will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if a provision of this Contract, for any reason, is declared to be unenforceable, the Parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the Parties.

12.9 Survival

Any provision of this Contract that imposes or contemplates continuing obligations on a Party will survive the expiration or termination of this Contract in which it is contained.

12.10 Sales Taxes

The Customer shall pay any and all taxes and other such amounts required by any Federal, State and local law, including but not limited to State and local sales taxes. The Customer shall provide Supplier a tax exempt certificate for sales of tangible personal property to Customer by Supplier or purchases of tangible personal property made by Supplier on behalf of Customer in connection with this Contract, where the title vests in Customer, when requested.

12.11 Third Party Beneficiary Rights

The Parties do not intend to create in any other individual entity the status of third-party beneficiary, and the Contract shall not be construed so as to create such status. The rights, duties and obligations contained in the Contract shall operate only between the Parties to the Contract and shall insure solely to the benefit of the Parties to this Contract.



Franklin County, Missouri

RFP NO: 2022-28

Exhibit A

Submitted by Henry M. Adkins Son, Inc.



Product Description	# Units	Unit Price	Extended Price
Hardware			
OpenElect FreedomVote Scan (FVS) Precinct Scanner with Ballot Box Includes Transport Media (TM), paper roll, firmware and one year warranty	55	\$ 5,165	\$ 284,075
OpenElect FreedomVote Tablet (FVT) Ballot Marking Device (BMD) Includes headset, keypad, firmware and one year warranty	55	\$ 3,115	\$ 171,325
OpenElect Voting Central Scan (OVCS) High Speed Scanner Includes desktop computer, dust cover, software, firmware and one year warranty	0	\$ 39,000	\$ -
mini OpenElect Voting Central Scan (mini OVCS) High Speed Scanner with laptop Includes laptop, software, firmware and one year warranty	0	\$ 10,750	\$ -
mini OpenElect Voting Central Scan (mini OVCS) High Speed Scanner Includes software, firmware and one year warranty	0	\$ 8,100	\$ -
Transport Media (TM) Encrypted thumb drive used to load machines and tabulate results	0	\$ 95	\$ -
Election Management System (EMS) Laptop Tabulation only software installed	1	\$ 4,380	\$ 4,380
Ballot on Demand (BOD) Printer Ricoh printer with laptop (driver installed); includes one year warranty	0	\$ 3,600	\$ -
Hardware Extended Total		\$	459,780
Software			
OpenElect Central Suite (OCS) Tabulation Only Software Includes tabulation software	0	\$ -	\$ -
Software Extended Total		\$	-
Services			
Implementation Services Includes project management, installation and acceptance testing	0	\$ 1,200	\$ -
Equipment and Software Training Includes staff training on equipment and software and PEO training (two days) for first election	0	\$ 1,750	\$ -
Election Day Support Includes an Adkins' representative on-site for the first election	0	\$ 2,250	\$ -
Services Extended Total			Included
Subtotal		\$	459,780
Customer Discount Includes trade-in and recycling	1	\$ (49,500)	\$ (49,500)
Freight	110	\$ 33	\$ 3,630
Total Solution Purchase Price		\$	413,910



Franklin County, Missouri

RFP NO: 2022-28

Exhibit A

Submitted by Henry M. Adkins Son, Inc.



Product Description	# Units	Unit Price	Extended Price
Annual Software and Firmware Licensing			
OpenElect Central Suite (OCS) Software License	1	\$ 5,980	\$ 5,980
OpenElect FreedomVote Scan (FVS) Firmware License	55	\$ 90	\$ 4,950
OpenElect Voting Optical (OVO) Firmware License	0	\$ 90	\$ -
OpenElect FreedomVote Tablet (FVT) Firmware License	55	\$ 60	\$ 3,300
OpenElect Voting Interface (OVI) Firmware License	0	\$ 60	\$ -
OpenElect Voting Central Scan (OVCS) Software and Firmware License	0	\$ 2,050	\$ -
<i>mini</i> OpenElect Voting Central Scan (<i>mini</i> OVCS) Software and Firmware License	0	\$ 750	\$ -
Total Annual Software and Firmware License		\$	14,230
Annual Maintenance / Extended Warranty			
OpenElect FreedomVote Scan (FVS) Maintenance	55	\$ 145	\$ 7,975
OpenElect Voting Optical (OVO) Maintenance	0	\$ 145	\$ -
OpenElect FreedomVote Tablet (FVT) Maintenance	55	\$ 100	\$ 5,500
OpenElect Voting Interface (OVI) Maintenance	0	\$ 100	\$ -
OpenElect Voting Central Scan (OVCS) Maintenance	0	\$ 3,750	\$ -
<i>mini</i> OpenElect Voting Central Scan (<i>mini</i> OVCS) Maintenance	0	\$ 500	\$ -
Total Annual Maintenance / Extended Warranty		\$	13,475
Total Annual Software, Firmware and Maintenance Fees		\$	27,705

UNISYN VOTING SOLUTIONS, INC.

By

HENRY M. ADKINS & SON, INC.

Software License Agreement

Exhibit B

Franklin County, Missouri

In consideration of the promises set forth herein, and pursuant to the terms and conditions set forth herein, Unisyn Voting Solutions, Inc., (“Unisyn”) herein, grants **Franklin County, Missouri** (“Customer”) the number and type of licenses indicated below for the software identified below (“Unisyn OpenElect Software”).

Unisyn OpenElect Software	Type of License	Number of Licenses	Initial License Fee (Included in Proposal Price)	Annual License Fee (Per Unit)
FVS Firmware	Single Device	55	\$125	\$90
FVT Firmware	Single Device	55	\$105	\$60
OVCS Firmware	Single Device	0	-	-
<i>mini</i> OVCS Firmware	Single Device	0	-	-
Ballot Layout Manager	Single Device	0	-	-
Election Manager	Single Device	1	\$0	\$0
Tabulator Modules	Single Device	1	\$30,562.50*	\$5,980.00
Auditor	Single Device	0	-	-
OVCS Software	Single Device	0	-	-
<i>mini</i> OVCS Software	Single Device	0	-	-

*Paid with initial purchase of OVO and OVI in 2013 (nothing due with RFP NO: 2022-28).

Unisyn shall also furnish the software maintenance services described herein for the Unisyn OpenElect Software licensed hereunder during the term of this agreement (“License Agreement”). This License Agreement contains the terms and conditions applicable to each individual License granted herein.

1. License.

1.1. Unisyn OpenElect Software.

Upon payment of the initial license fee for Unisyn OpenElect Software (“Initial Charge”), and on the payment of each annual license fee (“Annual License Fee”) thereafter, Unisyn grants to Customer, and the Customer accepts, a nonexclusive, nontransferable License to use one copy of the Unisyn OpenElect Software provided by Unisyn to Customer (“Original”) to conduct government related elections and related activities within the Customer’s jurisdiction, in compliance with the terms and conditions

set forth in this License Agreement. As used in this License Agreement, Customer shall include directors, officers, employees, and contractors, provided such persons agree to comply with the provisions hereof.

1.2. Associated Third Party Software.

The Unisyn OpenElect Software is integrated with, or is accompanied by, software owned by various third parties ("Third Party Software"). Such Third Party Software is necessary for the operation of the hardware, Unisyn OpenElect Software and/or peripheral devices.

2. Term of License

The License for each item of Unisyn OpenElect Software shall begin on the date Unisyn ships the Unisyn OpenElect Software to Customer and shall continue until the next anniversary ("Anniversary") of the latter of (a) Delivery of the Unisyn OpenElect Software or (b) Acceptance, if Acceptance is required by a related Agreement. Thereafter, for a cumulative period not to exceed twenty (20) years, Customer may renew this License Agreement, annually, for successive one year terms, by paying the Annual License Fee. Regardless of the length of time the Unisyn OpenElect Software is licensed, Customer shall not acquire ownership of the Unisyn OpenElect Software, associated Third Party Software, or any rights other than those expressly granted to Customer in this License Agreement.

3. License Fees

3.1. The Initial Charge includes any Annual License Fee Customer is required to pay for the first year that Customer uses the Unisyn OpenElect Software licensed hereunder. Unisyn reserves the right to adjust Annual License Fees by providing sixty (60) days advance notice of any increase. If Customer does not wish to pay such increase Customer may terminate the License Agreement by discontinuing use of the Unisyn OpenElect Software and returning the Original and all Copies to Unisyn, along with the original and all copies of any associated user documentation ("User Documentation"). Customer shall immediately destroy all Copies of the Unisyn OpenElect Software remaining in electronic or other memory.

- 3.2. The Annual License Fee, and any other amounts payable by Customer pursuant to this License Agreement, is exclusive of any local, state, federal, excise, personal property, or similar taxes or duties which may be levied on the Unisyn OpenElect Software or any services provided by Unisyn. Customer is responsible for and shall pay all such taxes, as they are due. If Customer is exempt from taxes, Customer shall supply Unisyn a tax exemption certificate in a form satisfactory to Unisyn and all applicable taxing authorities. If Unisyn is required to pay any such taxes on Customer's behalf, Customer shall promptly reimburse Unisyn for payment of such taxes upon receipt of Unisyn's invoice.
- 3.3. Unisyn shall invoice Customer for the Annual License Fee at least thirty (30) days in advance of the Anniversary. Customer shall pay such invoice on or before the Anniversary. If the Licenses granted pursuant to this License Agreement have multiple Anniversaries, or if Unisyn and Customer have entered into one or more related Warranty Agreements with differing Anniversaries, Unisyn may consolidate all of the Anniversaries. Unisyn shall do so by changing the Anniversary of one or more Licenses or Warranties so that it coincides with the Anniversaries of other Licenses or Warranties, which Anniversaries occur before the expiration of the next term of any License for which the Anniversary is being changed. Unisyn shall prorate the Annual License Fee for the resulting shortened term.

4. Customer's Use of Unisyn OpenElect Software

Each License is either a 1-5 Device License, or a Single Device License, as identified below. Customer's use of the associated Unisyn OpenElect Software is governed by the applicable grant below:

4.1. 1-5 Device License:

Unisyn grants Customer the right to use the Original of the Unisyn OpenElect Software licensed hereunder for as long as this License Agreement remains in effect. Customer may install an image of the Original ("Copy" or "Image Copy") of the licensed Unisyn OpenElect Software into the memory of 1 to 5 computers as are reasonably necessary for the conduct of elections or related activities within the Customer's jurisdiction, so long as each computer is owned by or leased to Customer. Customer shall make no other copies of the Unisyn OpenElect Software, except for one archival copy ("Copy" or "Archival Copy"), which may be used for recovery purposes only. Any Copy of the Unisyn OpenElect Software made by Customer shall belong to Unisyn. Customer shall not act as a Ballot Layout Service to third parties, or make the Unisyn OpenElect Software available to third parties.

4.2. Single Device License:

Customer is granted the right to use each Original of the Unisyn OpenElect Software licensed hereunder for as long as this License Agreement remains in effect. Customer may install one image of each Original ("Copy" or "Image Copy") into the memory of a single election hardware device owned by or leased to Customer, which Unisyn has provided for or approved in writing for use with such Unisyn OpenElect Software. Customer shall make no other copies of the Software except for one archival copy ("Copy" or "Archival Copy"), which may be used for recovery purposes only. Any Copy of the Unisyn OpenElect Software made by Customer shall belong to Unisyn. Customer

shall not act as a Ballot Layout Service to third parties, nor shall it make the Unisyn OpenElect Software available to third parties.

- 4.3. Some of the Third Party Software license agreements may additionally restrict the use of the associated Third Party Software. Such restrictions include, but are not limited to, placing limits on the number of copies that may be made. Customer is responsible for ensuring that its use of such Third Party Software complies with the terms and conditions of any applicable license agreements.
- 4.4. Customer may not use, copy, modify, transfer, rent, reverse engineer, decompile, disassemble, translate, create derivative works based upon, or perform any other similar process on any Unisyn OpenElect Software, portion thereof, or documentation, or Third Party Software provided by Unisyn, except as expressly authorized in this License Agreement. Customer shall not remove, alter, obscure, modify, or obliterate any copyright, trademark, proprietary or other protective notice, or serial number on any of the system components. Customer agrees not to act in contravention of any of Unisyn's rights or to assist others in doing so.
- 4.5. Customer shall not use the Unisyn OpenElect Software on hardware other than the hardware provided, or approved in writing, by Unisyn. Customer shall not make any changes to hardware which may affect Unisyn OpenElect Software performance, without the prior written consent of Unisyn, including but not limited to, changes to existing hardware configurations, network configurations, or terminal and printer characteristics.
- 4.6. Customer agrees to permit representatives of Unisyn to inspect the location and the computer hardware upon which the Unisyn OpenElect Software is being used or kept, Customer's records of use of the Unisyn OpenElect Software, and any Copies of the Unisyn OpenElect Software. Such inspections shall occur at reasonable times during normal business hours. In addition, Unisyn will use all reasonable efforts to minimize disruption to the normal business activities of Customer.

5. Maintenance

- 5.1. Unisyn shall maintain Customer's Unisyn OpenElect Software such that it operates in conformity with the current User Documentation for the installed version of such Unisyn OpenElect Software, including all error corrections or changes provided pursuant to Subparagraph 6.1 and Upgrades provided pursuant to Subparagraph 6.2. Unisyn shall use its best efforts to correct any reproducible error. Suspected error conditions will be investigated and corrected by Unisyn personnel at the Unisyn office to the extent possible.
- 5.2. If a problem cannot be resolved using remote diagnostics, with the Customer's authorization Unisyn will send a specialist to the Customer's site under the following terms:
 - 5.2.1. If the problem lies solely with Unisyn's Software, Unisyn is responsible for all expenses associated with the resolution of the problem, provided, however, that Customer has incorporated all error corrections or changes to the Unisyn OpenElect Software within thirty (30) days of receipt of the same from Unisyn, and

- 5.2.2. If the problem is Customer generated, including by the failure to incorporate all error corrections or changes in a timely manner, the Customer is responsible for all fees and expenses at Unisyn's then-current consulting service rate. Customer generated problems include, but are not limited to, problems that arise from the failure of hardware or software that is not licensed or under warranty from Unisyn, installation of the Unisyn OpenElect Software on hardware that was not provided or approved by Unisyn, or improper use of the Unisyn OpenElect Software or the hardware upon which it is installed.
- 5.3. As is reasonably necessary for Unisyn to perform maintenance, Customer shall:
 - 5.3.1. Provide Unisyn personnel with the work space necessary for the proper execution of its service obligations;
 - 5.3.2. Be responsible for maintaining the computer hardware, communications equipment, cabling, and all other hardware equipment;
 - 5.3.3. Make available computer time and assist in the testing and maintenance of software; and
 - 5.3.4. Make available all necessary supplies.

6. Changes to Unisyn OpenElect Software

- 6.1. Unisyn may provide Customer with unsolicited error corrections or changes to the Unisyn OpenElect Software that Unisyn determines from time to time are necessary for proper operation of the Unisyn OpenElect Software or the system with which the Unisyn OpenElect Software was provided or is a part ("System"). Customer shall incorporate these corrections or changes within thirty (30) days of receipt from Unisyn, unless Customer is granted permission in writing to delay the incorporation of such corrections or changes. Such error corrections or changes shall be treated as part of the Original of the Unisyn OpenElect Software for purposes of this License Agreement.
- 6.2. Unisyn may, from time to time, release Unisyn OpenElect Software improvements ("Upgrades"). Upgrades shall mean any added functionality or change to functionality of programs and materials not included in the Unisyn OpenElect Software at the time of the execution of this License Agreement. Upgrades do not include later released versions of the Unisyn OpenElect Software with a higher version number, which generally provide significantly increased functionality or introduce new technology. During the term of this License Agreement Customer is entitled to receive one copy of each Upgrade, including any associated documentation and installation procedures. Upgrades shall be treated as part of the Original of the Unisyn OpenElect Software for purposes of this License Agreement, whether or not installed by Customer. Specific training courses for Upgrades are available and are billable at Unisyn's standard published rates.
- 6.3. Customer may, from time to time, request modifications of the Unisyn OpenElect Software. If, in its discretion, Unisyn chooses to modify the Unisyn OpenElect Software, all such modifications shall be owned exclusively by Unisyn, and shall be treated as part of the Original Unisyn OpenElect Software for purposes of this License Agreement. Customer shall not modify, or permit a third party to modify, any Unisyn OpenElect

Software, unless it is authorized by an amendment to this License Agreement. Any such modifications will be billed to Customer at Unisyn's standard published rates.

7. Warranty

- 7.1. Unisyn warrants that it is the owner of Unisyn OpenElect Software or has the right to permit Customer to use the Unisyn OpenElect Software in compliance with the express terms of this License Agreement. Unisyn also warrants that when used with the hardware and software configuration purchased from or approved by Unisyn, the Unisyn OpenElect Software will perform free of software defects that would prevent the System from operating substantially in the manner described in the User Documentation at the time of shipment, and during any term of this License Agreement.
- 7.2. To the extent permitted by the owner of any Third Party Software Unisyn may provide, Unisyn shall pass through to the Customer all warranties provided to Unisyn. Otherwise, Third Party Software is delivered as is and without warranty.
- 7.3. Unisyn makes no other warranties, expressed or implied, of any kind or nature whatsoever concerning the software, the documentation, or any services provided hereunder.
- 7.4. Unisyn does not warrant uninterrupted operation or that the software will be error free. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

8. Intellectual Property

- 8.1. Unisyn warrants that the Unisyn OpenElect Software does not infringe upon any United States patent, copyright, or trademark rights of any third party.
- 8.2. If notified promptly in writing of any action brought against Customer alleging that Customer's use of the Unisyn OpenElect Software infringes upon a United States patent or copyright or trademark, Unisyn will defend such action at its expense and will pay the costs and damages awarded against Customer in such action, provided that Unisyn shall have sole control of the defense of any such action, and all negotiations for its settlement or compromise.
- 8.3. If the Unisyn OpenElect Software, or any portion thereof, is likely to become the subject of a claim or infringement, or if a final injunction is obtained against Customer's use of the Unisyn OpenElect Software, Unisyn will, at its option and at its expense, either
 - 8.3.1. Procure for Customer the right to continue using the Unisyn OpenElect Software,
 - 8.3.2. Replace or modify the same so that it becomes non-infringing, or
 - 8.3.3. Grant the Customer a credit for such Unisyn OpenElect Software as depreciated, and accept its return.
- 8.4. The foregoing shall be the entire liability of Unisyn with respect to alleged infringement of patents, copyrights, or trademarks by the Unisyn OpenElect Software or any part thereof.

- 8.5. Customer shall hold Unisyn harmless against any expense, judgment or loss for alleged infringement of patents, copyrights or trademarks which result from Customer's use of the Unisyn OpenElect Software in a manner not authorized by Unisyn, or from Unisyn's compliance with Customer's designs specifications, or instructions.

9. No Other Warranties

The warranties contained in paragraphs 7 and 8 are in lieu of all other warranties and conditions express or implied, including, but not limited to, express or implied warranties of merchantability and fitness for a particular purpose. **THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.** Except as provided in Paragraphs 5 and 8, the sole and exclusive remedy of Customer, and the sole and exclusive liability of Unisyn, in any action concerning or arising from Customer's use of the Unisyn OpenElect Software or Third Party Software, any equipment in which the Unisyn OpenElect Software or Third Party Software is used, the acts or omissions of persons providing services related to the Unisyn OpenElect Software or Third Party Software, or any alleged breach of this License Agreement shall be limited solely and exclusively at Unisyn's option, to either repair or replacement of any defective Unisyn OpenElect Software, or a refund of the Initial License Charge paid by the Customer for the Unisyn OpenElect Software which is alleged to give rise to the claim or loss.

10. Limitation of Liability

- 10.1. Unisyn OpenElect Software may not perform properly for a variety of reasons that are beyond the control of Unisyn, including but not limited to the Unisyn OpenElect Software being negligently or improperly used, being modified, being installed on inappropriate hardware, or being supplied with improperly formatted data. Operation of the Unisyn OpenElect Software is the sole responsibility of the Customer and Unisyn shall not be responsible for the consequences of any changes to, or improper use of, the Unisyn OpenElect Software made by or on behalf of Customer.
- 10.2. Unisyn will not be liable for any claims, actions, suits, proceedings, costs, expenses, damages, or liabilities arising out of Unisyn's performance under this License Agreement unless caused by the negligent act or omission of Unisyn, its subcontractors, agents, servants, or employees. Unisyn's liability under this License Agreement for damages, regardless of the form of action, shall not exceed the fees or other charges paid to Unisyn for the current term of this License Agreement. Neither Unisyn nor any manufacturer or software provider for this system shall in any event be liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income, lost revenue, lost savings, increased expense of operation or lost profit, whether such damages were foreseeable or not at the time that this license agreement was entered into, and whether or not such damages arise out of a breach of warranty, a breach of contract, negligence, strict liability or any other theory of liability.
- 10.3. Unisyn's provision of Unisyn OpenElect Software to the Customer shall not be interpreted, construed, or regarded, either expressly or impliedly, as being for the benefit of or creating any obligation toward any third party or legal entity outside of Unisyn and the Customer; Unisyn's obligations under this License Agreement extend solely to the Customer.

11. Indemnification

Each Party shall indemnify and hold harmless the other Party from third party claims arising from, or alleged to arise from, the gross negligence or deliberate misconduct of a Party in the course of performing under this Agreement. This indemnity extends solely to claims and lawsuits for personal injury, death, or destruction of tangible personal property. In addition:

- Customer shall indemnify and hold harmless Unisyn from any third party claims arising from, or alleged to arise from, Customer's failure to operate properly the Unisyn OpenElect Voting System licensed to Customer hereunder; and
- Customer shall indemnify and hold Unisyn harmless from and against any liability that results from Customer's failure to comply with any applicable state, federal or local laws and/or regulations.

12. Confidential Information

12.1. For purposes of this Agreement, confidential information ("Confidential Information") is defined as those materials, documents, data, and technical information, specifications, business information, Representative information, individually identifiable voter 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 "secret," "confidential," or with words having similar meaning or which are expressly identified in this Subsection 12.1 Confidential Information includes:

12.1.1. All Unisyn OpenElect Software source and object code and written documentation associated therewith; and

12.1.2. Unisyn's equipment configuration.

12.2. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations, and shall disclose it therein only on a need-to know basis.

12.3. Neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court.

12.4. 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.

12.5. Should Customer receive a request for information regarding this Agreement that in Customer's interpretation is subject to an Open/Public Records Act, but otherwise may constitute confidential information under this Section, Customer shall immediately forward such request to Unisyn. Unisyn shall promptly determine whether Unisyn will object to the disclosure of the information.

12.6. Customer Confidential Information.

In addition to anything that may be Confidential Information pursuant to an associated Agreement, Customer may also possess research, statistical, identifying, or other information about private individuals, which it may be necessary to share with Unisyn in the course of Unisyn's performance of this License Agreement. In addition to anything that may be Confidential Information pursuant to an associated Agreement, such information about private individuals is Confidential Information. Unisyn shall not use or reveal such Confidential Information furnished by or on behalf of Customer that is identifiable to any specific private person for any purpose other than the purpose for which Customer obtained it. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The Customer shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

13. Termination

- 13.1. In the event either Party breaches one or more provisions of this License Agreement, the injured Party may serve written notice upon the violating Party identifying the violation and a reasonable cure period. Except as otherwise noted herein, such cure period shall be at least thirty (30) days. Unisyn may immediately terminate this License Agreement for a breach of any of Paragraphs or Subparagraphs: 4, 6.3, or 12.1, and seek any legal remedy to which Unisyn may be entitled, including but not limited to injunctive relief.
- 13.2. In the event the violating Party has not remedied the infraction at the end of the cure period, the injured Party may serve written notice upon the violating Party of intent to terminate, and seek any legal remedy to which it may be entitled, including the recovery of damages, injunctive relief, court costs, and attorneys fees. If the breach identified in the notice cannot be completely cured with 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.
- 13.3. In the event of termination of this License Agreement or any portion thereof, by expiration of its term or by either Party, Customer shall immediately discontinue use of the Unisyn OpenElect Software and will return the Original and all Copies of the Unisyn OpenElect Software to Unisyn along with the original and all copies of the documentation. Customer shall immediately destroy all Copies of the Unisyn OpenElect Software remaining in electronic or other memory.

14. Circumstances Beyond the Control of Unisyn or Customer

Should any circumstances beyond the control of Unisyn or Customer occur that delay or render impossible the performance of any obligation due under this License Agreement, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension, or cancelled if performance has been rendered impossible thereby. Such events may include, without limitation, accidents; war; acts of terrorism; acts of God; labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of both Unisyn and Customer. Unisyn shall not be liable under this License Agreement for any loss or damage to the Customer due to such delay or performance failures. Notwithstanding the foregoing, both Parties shall use their best efforts to minimize the adverse consequences of any such circumstances. This Paragraph 14

shall not operate to excuse any Party from paying amounts that are owed pursuant to this License Agreement.

15. Electronic Signatures/Law

The Parties acknowledge that this License Agreement may be accepted using an electronic signature that consists of Customer's indication that it intends to be bound, and that such a signature shall be legally binding to the same extent as a written signature by a Party's authorized representative. Any use of the Unisyn OpenElect Software by Customer also constitutes acceptance of this License Agreement. Each Party waives any legal requirement that this License Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

16. Survival

The provisions of Paragraphs and Subparagraphs 3.2, 4.3, 4.4, 7.3, 7.4, 8.5, 9, 10, 12, 13.3, 14, 15, 16, 17, 18, 19, 20, 21, and 22 shall survive the expiration or termination of this License Agreement.

17. Assignment and Right to Subcontract

Neither Party may assign its rights, obligations, or interests in this License Agreement without the written consent of the other Party, providing however that Unisyn may subcontract all or any portion of the work without the prior consent of the Customer and may assign the proceeds of this License Agreement to a financial institution without prior consent of the Customer.

18. Legality and Severability

This License Agreement and the Parties' actions under this License 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 License Agreement is held to be illegal or unenforceable, the remainder of this License Agreement shall not be affected thereby and each term or provision of this License Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any arbitrator or court reviewing this License 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.

19. Applicable Law

Interpretation of this Agreement shall be governed by the laws of the State of California, and the courts of the State of California will have exclusive jurisdiction with venue residing in San Diego County, except with respect to claims that are subject to federal subject matter jurisdiction, as to which Unisyn agrees and consents to the jurisdiction of the United States District Court of the Southern District of California, for all purposes regarding this Agreement. Representative waives any claim that such forum or jurisdiction is not convenient or otherwise appropriate for resolution of any dispute.

20. Waiver

Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any provisions of this Agreement nor a waiver of any

breach or subsequent breach not directly associated with the specific situation wherein the right was not asserted.

21. Notices

All notices required under this License Agreement, shall be sent by registered mail, certified mail, or other delivery refers to for which receipt can be verified. Notice shall be deemed to have been given on the date actually received or, if delivery was refused, on the date delivery was refused by an individual at the address provided for the receiving Party as set forth below. Either Party may change the address to which notices shall be delivered by providing ten (10) days' advance written notice to the other Party at the address listed in this Paragraph 21, or other then current address to which notices are to be delivered.

22. Entire Agreement/Modifications

This License Agreement, together with any Agreement of which this License Agreement initially formed a part, states the entire agreement between Customer and Unisyn concerning the subject matter hereof and supersedes all prior proposals or agreements whether oral or written. No alteration, waiver or modification of any provision of this License Agreement shall be effective unless it is in writing, expressly indicates that it modifies this License Agreement and is signed by the duly authorized representatives of both Customer and Unisyn.

IN WITNESS WHEREOF, Customer and Unisyn have caused this Agreement to be executed by their duly authorized officers as of the date set forth below.

FRANKLIN COUNTY, MISSOURI:

**UNISYN VOTING SOLUTIONS, INC.
by Henry M. Adkins & Son, Inc.:**



Authorized Signature

Authorized Signature

Tim Brinker

Printed Name

Dustin Vanderburg

Printed Name

Presiding Commissioner

Title

Vice President

Title

9-9-22

Date

Date

HENRY M. ADKINS & SON, INC.

Exhibit C

Extended Warranty and Maintenance Agreement

Franklin County, Missouri

Hardware	# of Units	Annual Fee	Total
OpenElect FreedomVote Scan (FVS)	55	\$145	\$7,975
OpenElect Freedom Vote Tablet (FVT)	55	\$100	\$5,500
<i>mini</i> OpenElect Voting Central Scan (<i>mini</i> OVCS)	0	\$500	\$500

In consideration of the promises set forth herein, and pursuant to the terms and conditions set forth herein, Henry M. Adkins and Son, Inc., ("Adkins") hereby agrees to provide extended warranty/maintenance ("Extended Warranty") to Franklin County, Missouri ("Customer"), for the hardware identified above, or as may be added later. If this Extended Warranty Agreement is initially entered into as part of a larger agreement ("Agreement"), defined terms herein have the same meaning as in the agreement.

1. **Extended Warranty.** Adkins warrants that each item of hardware identified above, or for which an Extended Warranty has been purchased, when used with the hardware and software configuration purchased from or approved by Adkins ("System"), will during any term of this Extended Warranty Agreement be free of defects that would prevent the System from operating substantially in the manner intended.
2. **Term of Warranty.** The term of the initial Extended Warranty Agreement shall be one year, beginning on execution of agreement. Thereafter, Customer may renew this Extended Warranty Agreement, annually, for successive one-year terms, by paying the annual extended warranty/maintenance fee ("Warranty Fee").
3. **Fees.**
 - 3.1 The Warranty Fee, at the time of execution of the Extended Warranty Agreement, is as stated above.
 - 3.2 The Warranty Fee, and any other amounts payable by Customer pursuant to the Extended Warranty Agreement, is exclusive of any local, state, federal, excise, personal property, or similar taxes or duties which may be levied on the hardware or any services provided by Adkins. Customer is responsible for and shall pay all such taxes, as they are due. If Customer is exempt from taxes, Customer shall supply Adkins with a tax exemption certificate in a form satisfactory to Adkins and all applicable taxing authorities. If Adkins is required to pay any such taxes on Customer's behalf, Customer shall promptly reimburse Adkins for payment of such taxes upon receipt of invoice.
 - 3.3 Adkins shall invoice Customer for the Warranty Fee in December of each year.
 - 3.4 Adkins shall invoice Customer for work provided for which additional fees are due as such work is done (example: misuse, water damage, etc.)

- 3.5 All amounts past due shall bear interest at the rate of one and one-half percent (1-1/2%) per month (or the maximum extent allowed under applicable law, whichever is less). Interest charges shall accrue beginning on the date of original invoice if the outstanding balance that is thirty (30) days or more past due.

4. Warranty Work.

- 4.1 If, during any term of this Extended Warranty Agreement, any item of hardware identified above fails to satisfy the Extended Warranty Agreement articulated in this Extended Warranty Agreement Adkins shall, either provide full and complete repair or provide a replacement of the hardware identified above. The following conditions apply:
- 4.1.1 Adkins will bear all costs to repair equipment, including but not limited to, shipping, freight, parts, and labor.
- 4.1.2 In the event a hardware unit may not be repaired before an election, Adkins will issue the County a "loaner" unit to use.
- 4.1.3 Adkins will conduct annual preventative maintenance on all equipment listed above.
- 4.2 The following services are not Warranty Work, and Adkins shall invoice Customer at Adkins' then current time and material rates for:
- 4.2.1 The replacement of consumable items such as batteries, paper rolls, etc. (CMOS battery replacement is included in warranty every four (4) years)
- 4.2.2 The repair or replacement of hardware damaged by accident, abuse, improper usage, or as a result of service modification by anyone other than Adkins or its authorized agent or service representative; or
- 4.2.3 Other similar work which Customer requests, and which Adkins agrees to perform.

5. No Other Warranties

THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

6. Limitation of Liability.

- 6.1 The hardware may not perform properly for a variety of reasons that are beyond the control of Adkins, including but not limited to, the hardware being negligently or improperly used, being modified, being used with inappropriate software, or being supplied with improperly formatted data. Operation of the hardware is the sole responsibility of the Customer and Adkins shall not be responsible for the consequences of any changes to, or improper use of, the Adkins hardware made

by or on behalf of Customer.

- 6.2 Adkins will not be liable for any claims, actions, suits, proceedings, costs expenses, damages, or liabilities arising out of Adkins' performance under this Extended Warranty Agreement unless caused by the negligent act or omission of Adkins, its subcontractors, agents, servants, or employees. Adkins' liability under this Extended Warranty Agreement for damages, regardless of the form of action, shall not exceed the fees or other charges paid to Adkins for the current term of this Extended Warranty Agreement.
- 6.3 Adkins' provision of Services to the Customer shall not be interpreted, construed, or regarded, either expressly or impliedly, as being for the benefit of or creating any obligation toward any third party or legal entity outside of Adkins and the Customer; Adkins' obligations under this Extended Warranty Agreement extend solely to the Customer.

7. Termination.

- 7.1 In the event either Party breaches one or more provisions of this Extended Warranty Agreement, the injured party may serve written notice upon the violating Party identifying the violation and a reasonable cure period. Except as otherwise noted herein, such cure period shall be at least (30) days. Adkins may immediately terminate this Extended Warranty Agreement for a breach and seek any legal remedy to which Adkins may be entitled, including but not limited to injunctive relief.
- 7.2 In the event the violating party has not remedied the infraction at the end of the cure period, the injured Party may serve written notice upon the violating Party of intent to terminate, and seek any legal remedy to which it may be entitled, including the recovery of damages, injunctive relief, court costs, and attorney's fees. 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.

8. Assignment and Right to Subcontract

Neither Party may assign its rights, obligations, or interests in this Extended Warranty Agreement without the written consent of the other Party, provided however that Adkins may subcontract all or any portion of the work without the prior consent of the Customer and may assign the proceeds of this Extended Warranty Agreement to a financial institution without prior consent of the Customer.

9. Legality and Severability.

This Extended Warranty Agreement and the Parties' actions under this Extended Warranty 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 Extended Warranty Agreement is held to be illegal or unenforceable, the remainder of this Extended Warranty Agreement shall not be affected thereby, and each term or provision of this Extended Warranty Agreement shall be valid

and enforceable to the fullest extent permitted by law. The Parties agree that any arbitrator or court reviewing this Extended Warranty 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.

10. Entire Agreement/Modifications.

This Extended Warranty Agreement, together with any Agreement of which this Extended Warranty Agreement initially forms a part, states the entire agreement between Customer and Adkins concerning the subject matter hereof and supersedes all prior proposals or agreements whether oral or written. No alteration, waiver or modification of any provision of this Extended Warranty Agreement shall be effective unless it is in writing, expressly indicates that it modifies this Extended Warranty Agreement and is signed by the duly authorized representatives of both Customer and Adkins.

IN WITNESS WHEREOF, Customer and Adkins have caused this Agreement to be executed by their duly authorized officers as of the date set forth below.

Henry M. Adkins & Son, Inc.

Franklin County, Missouri

Authorized Signature



Authorized Signature

Dustin Vanderburg
Printed Name

Tim Brinker
Printed Name

Vice President
Title

Presiding Commissioner
Title

Date

8-9-22
Date

COMMISSION ORDER PRECERTIFICATION FORM

Please return this completed form to the Purchasing Department to make a request for solicitation, contract, or contract renewal for the expenditure of funds.

Date: 8/3/22

Official/Appointed Requestor: Meagan Cowser

Name of item/service requesting: Awarding RFP # 2022-28
Election Equipment to Henry M. Adkins & Son Inc.

(Proposed specifications/contract documents/quotes should be attached to form)

Budget Information: List the account(s) and estimated amount(s) used to make the purchase.

Account
495-495-leave.640

Estimated Amount
\$413,910 (Equip.)
\$ 27,705 (Software)

Auditor approval of funds: Angela Gibson Date: 8/8/2022

Purchasing Director approval: Shakia Boyd Date: 8/3/2022

Circle One: Solicitation New Contract Renew Existing Signature

Attached solicitation information and no: 2022-28

Previous Commission Order number if applicable: _____

Cooperative Agreement Number/Information: _____

Notes: _____

Date of Agenda for Commission approval: _____

(Attached is all corresponding information; signed contract, awarding vendor, required documents.)