

CONTRACT**DINWIDDIE COUNTY**
EPOLL TAB POLL BOOKS

The Agreement is made this 11th day of August 2021, by and between **DemTech Voting Solutions, Inc.**, of 4501 McCann Road, #6783, Longview, TX 75608-6783 (party of the first part, and hereinafter known as “Contractor”), and the **County of Dinwiddie**, Virginia (party of the second part, and hereinafter known as “County”).

WHEREAS, pursuant to §2.2-4346 of Virginia Public Procurement Act, election materials and services are exempt from competitive requirements; and

WHEREAS, there are only two contractors certified in Virginia to provide ePoll Books; and

WHEREAS, the County solicited a quote from DemTech Voting Solutions, Inc.; and

WHEREAS, Contractor submitted a quote, consistent with the County’s needs; and

WHEREAS, County has selected Contractor to provide materials and services;

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

1. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract including the General Terms and Conditions, (2) Contractor’s quote dated July 15, 2021, and (3) DemTech’s Software, Hardware Supply and Maintenance Agreement. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
2. **Time of Performance.** Contractor agrees to provide active setup for one (1) precinct by September 17, 2021 and the remaining shall be active by December 31, 2021.
3. **Term of Contract.** The term of this contract shall be for one (1) year with the option for renewals under the terms, conditions and unit pricing of the original contract for as long as the equipment is used AND the Contractor is certified by the Virginia Department of Elections. Either party shall give written notification to the other party sixty (60) days prior to expiration of the then-current term if they do not wish to renew. Should the Contractor not be recertified by the Virginia Department of Elections, this contract shall be immediately cancelled. The County shall only be financially obligated for products delivered and services rendered prior to cancellation.

The contract and any renewals are subject to the availability of funds and annual appropriations by the Board of Supervisors. Price increases, if any, shall be negotiated at the time of renewal. **At no time shall the cumulative cost of the Contract exceed Fifty Thousand and no/100 dollars (\$50,000).**

4. **Costs.** Contractor agrees to perform all work and provide all equipment pursuant to this Contract for an initial cost no greater than THIRTY-FIVE THOUSAND FIVE HUNDRED EIGHTY-ONE AND NO/100 DOLLARS (\$35,581.00) with annual licenses fees, starting at Year 2, of \$2,625.00 (the "Contract Price"). Payment shall be made to Contractor within thirty (30) days after receipt of invoice.
5. **Notices.** Any notices required shall be in writing and be sent either by U.S. Mail with postage prepaid or by email to the addresses set forth below:

Notice to County shall be made to:
Procurement
Dinwiddie County
P.O. Drawer 70
Dinwiddie, Virginia 23841
(804) 469-4500
Accounting@dinwiddieva.us

Notice to Contractor shall be made to:
James Hill
DemTech Voting Solutions, Inc.
4501 McCann Rd, #6783
Longview, TX 75608-6783
(844) 893-5347
sales@demtechvoting.com

6. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements in the General Terms and Conditions.
7. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.
8. **Severability.** If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
9. **Force Majeure.** Neither party hereto shall be held liable for delay or failure to perform hereunder, when such delay or failure is without its fault or negligence and due solely to events beyond its control which cannot reasonably be forecast or provided against such as fires, strikes, floods, hurricanes, tornadoes, snowstorms, acts of God, acts of war or terrorism, or legal acts of public authorities.
10. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Dinwiddie, Virginia, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

County of Dinwiddie, Virginia

DemTech Voting Solutions, Inc.

X *W. Kevin Massengill*

W. Kevin Massengill
County Administrator

X *James Hill*

Print Name/Title:
James Hill VP

Approved as to form:

Department Approval:

X *Wue K. Petty*

Legal Counsel

X *Stephanie Wray*

Stephanie Wray
Registrar

DINWIDDIE COUNTY
GENERAL TERMS AND CONDITIONS

1. **Laws, Regulations, and Courts.**
 - A. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures.
 - B. The Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
 - C. All solicitations or contracts issued by Dinwiddie County shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this agreement shall lie in the Circuit Court of the County of Dinwiddie, Virginia, and such litigation shall be brought only in such courts. The County and the Contractor are encouraged to resolve any issues in controversy arising from contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366).
2. **Taxes.** Pursuant to Virginia Code Section 58.1-609.1(4), the County is exempt from the payment of Virginia state sales and use taxes. Vendors should not include such taxes in invoices presented to the County for payment. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.
3. **Anti-Discrimination Statement by County.** The County certifies that it shall not discriminate against any bidder, offeror or contractor because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service disabled veteran, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the County has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).
4. **Anti-Discrimination Statement by Contractor.**
 - A. During the performance of the contract, the Contractor agrees to the following provisions.
 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 - B. The Contractor also agrees to include the provisions in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
5. **Immigration Reform and Control Act of 1986.** Contractor certifies that it does not and will not during the performance of the contract knowingly employ unauthorized alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
6. **Drug-Free Workplace.** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and

applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

7. **Authorization to Transact Business in the Commonwealth.** In order to contract with Dinwiddie County, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Code of Virginia, Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed bidding or competitive negotiation, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the County Administrator. Any business entity as described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at anytime during the contract. Dinwiddie County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.
8. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless the County of Dinwiddie, Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor or any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the County or to failure of the County to use the materials, goods, infrastructure or equipment in the manner already and permanently described by the Contractor on the materials, goods, infrastructure or equipment delivered.
9. **Insurance.** Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. Contractor further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Subcontractors, if any, will maintain similar insurance coverage during the entire term of the contract.

Minimum Insurance Coverage and Limits Required:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and

advertising injury, products and completed operations coverage. The “County of Dinwiddie, Virginia, its Officers, agents, and employees” shall be added as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by County’s insurers.

4. Automobile Liability - \$1,000,000 combined single limit.
5. Professional Liability - \$1,000,000 per occurrence.

10. **Debarment Status.** The Contractor certifies that it is not currently debarred from submitting proposals or bids on contracts by any department, agency or political subdivision of (i) the Commonwealth of Virginia, (ii) any other state, or (iii) the federal government, nor is it an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the same.

11. **Payment.**

- A. Contractor shall provide the County with a complete and accurate IRS Form W-9.
- B. Invoices for products/services ordered, delivered, and accepted shall be submitted by the contractor to Dinwiddie County Accounts Payable via email to accounting@dinwiddieva.us or via postal mail to P.O. Drawer 70, Dinwiddie, VA 23841.
- C. Unless otherwise specified, any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after correct invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- D. The preferred method of payment for invoices under \$5,000 is with a VISA Credit Card. If the vendor accepts VISA payments, they must do so without any fees.
- E. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent (1%) per month.
- F. Date of payment is deemed to be (1) the date of postmark in all cases where payment is made by mail, or (2) the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- G. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).
- H. The Contractor is obligated to: (1) pay the subcontractor(s) within seven (7) days of the Contractor’s receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (2) notify the County and the subcontractor(s) within seven days, in writing of the Contractor’s intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment.
- I. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the contractor of payments from the County, except for amounts withheld as states in Section g above.
- J. These provisions apply to each sub-tier Contractor performing under the primary contractor. A contractor’s obligation to pay an interest charge to a subcontractor shall not be construed to be an obligation of the County. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

12. **Availability of Funds.** It is understood and agreed between the parties that the County shall be bound hereunder only to the extent of the funds available, or which may hereafter become available. The contract will be contingent upon annual appropriations by the Board of Supervisors of Dinwiddie County. Failure of the Board

of Supervisors to appropriate adequate funds for the terms of the contract shall result in the immediate cancellation of the contract. There shall be no penalty should the Board fail to make annual appropriations for the contract.

13. **Assignment of Contract.** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.
14. **Default.** It shall be the Contractor's responsibility to make sure that all work is adequately completed as required. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after five (5) days have passed from the date of delivery of written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
15. **Changes to the Contract.** All contract modifications must be approved by the Dinwiddie County Administrator or his designee. The County will not assume responsibility for the cost of any changes made without proper consent. No fixed-price contract may be increased by more than twenty-five percent (25%) or \$50,000, whichever is greater, without advance approval of the Dinwiddie County Board of Supervisors.

Changes can be made to the contract in any of the following ways:

- A. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- B. The County may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt, unless the Contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Contractor shall, in writing, promptly notify the County of the adjustment to be sought, and before proceeding to comply with the notice, shall await the County's written decision affirming, modifying, or revoking the prior written notice. If the County decides to issue a notice that requires an adjustment to compensation, the Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:
 1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the County's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the County within thirty (30) days from the date of receipt of the written order from the County. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.

16. Termination of Contract.

A. Termination for Cause.

1. If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the County may terminate the contract. If Contractor violates any provision of the Virginia Governmental Fraud Act, the County may terminate the contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or suppliers of material or labor, or persistently disregards laws, ordinances, or the written instructions of the County, or otherwise be guilty of a substantial violation of any provision of the contract, then the County may terminate the contract. The County retains the sole discretion to determine any violation of this section.
2. Prior to termination of the contract, the County shall give the Contractor and his surety ten (10) calendar days written notice, during which the Contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the County within said ten (10) days, the County may rescind its notice of termination. If it does not, the termination for cause shall become effective at the end of the ten-day (10) notice period. In the alternative, the County may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from the Contractor and/or its surety that the causes of termination will be remedied in a time and manner which the County finds acceptable. If at any time more than ten (10) days after the notice of termination, the County determines that Contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the County may immediately terminate the contract for cause by giving written notice to the Contractor and its surety. This decision shall be final and not subject to an appeal to any court of law or equity. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.
3. Notice of terminations, whether initial or given after a period of postponement, may be served upon the Contractor and the surety by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.
4. Upon termination of the contract, the County shall take possession of its property and of all materials, tools, and appliances thereon and finish the work by whatever method the County may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the County, together with any other expenses of terminating the contract and having it completed by others.
5. Termination of the contract under this section is without prejudice to any other right or remedy of the County.

B. Termination for Convenience

1. County may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as County elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as County may require to assign to the County the Contractor's interest in all subcontracts and purchase orders designated by County. After all such steps have been

taken to County's satisfaction, the Contractor shall receive as full compensation for termination and assignment the following:

- All amounts then otherwise due under the terms of this contract as of the latest request for payment,
- Amounts due for work performed subsequent to the latest request for payment through the date of termination, and
- Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the foregoing, County shall have no further obligations to the Contractor of any nature.

2. In no event shall termination for the convenience of the County terminate the obligations of the Contractor's surety on its payment and performance bonds.

17. **Contractual Disputes.** Disputes and claims arising under this agreement shall be processed pursuant to the Code of Virginia Section 2.2-4363.

18. **Audit.** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment from the County, or until audited by the County, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

19. **Patents, Copyright and Trademark.** The Contractor shall obtain all licenses necessary to use any invention, article, appliance, process, or technique of whatever kind and shall pay all royalties and license fees. The Contractor shall indemnify, defend, hold and save harmless the County, its officers, agents, and employees, from any loss or liability for or on account of such infringement.

20. **COVID-19.**

The Contractor is required to adhere in all respects to all federal, state, and local COVID-19 regulations, including, but not limited to, Executive Orders issued by the Governor of Virginia, the rules promulgated by the Virginia Department of Labor and Industry ("DOLI Rules"), and the Dinwiddie County Infectious Disease (COVID-19) Preparedness and Response Plan (the "Required Local Plan"). The Contractor acknowledges it will comply with the documents set forth on Dinwiddie County's Purchasing Page, which can be found at www.dinwiddieva.us/Purchasing including any changes that may be made to such documents in the future. In the event of conflict between COVID-19 provisions, the strictest provision shall govern. Without limiting the foregoing, the Contractor shall abide by the following:

- A. Sick and Exposed Persons to Stay at Home. Pursuant to the DOLI Rules and the Required Local Plan, employees or other persons associated with the Contractor who are known or suspected to be infected with the SARS-CoV-2 virus or who live with or have had close contact with individuals who have had COVID-19 symptoms or signs in the last 14 days shall be sent home, stay home, and stay away from the work site until they are cleared to return to work as set forth in the DOLI Rules or, in the case of exposed persons, the rules for return to work shall be the same as those for County employees in the Required Local Plan. Symptoms and signs of COVID-19 include the following: unexplained cough, fever (100 degrees Fahrenheit or higher) or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, persistent pain or pressure in the chest, new confusion, inability to wake or stay awake, bluish lips or face, unexplained nausea, vomiting, or diarrhea. Other unexplained symptoms could also be an indication of COVID-19.
- B. Notice to County Required of Positive COVID-19 Tests at County Government Sites. Pursuant to the DOLI Rules and the Required Local Plan, the Contractor is required by law to advise the County within 24 hours in the event that an employee of the Contractor or someone associated with the Contractor who

was present at a place of employment owned or operated by the Dinwiddie County Government tests positive for COVID-19. All such reports of positive COVID-19 tests shall be made to Crystal Spain, Director of Human Resources at (804) 469-4500, extension 2161.

- C. Subcontractors. The Contractor is responsible for ensuring that its subcontractors comply with all the foregoing requirements.

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DINWIDDIE COUNTY
SPECIAL TERMS AND CONDITIONS
FOR FEDERALLY FUNDED CONTRACTS

1. **Compliance with FEMA Policy.** FEMA financial assistance may be used to fund services of this contract. In addition to complying with Section 1 of the General Terms and Conditions, the contractor must also comply with all FEMA policies, procedures and directives.
2. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
3. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to Dinwiddie County, the contractor, or any other party pertaining to any matter resulting from the contract.
4. **Equal Employment Opportunity.** This section applies to construction contracts. During the performance of the contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
 - c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contractor or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The contractor will include the portion of the sentence immediately preceding paragraph a and the provision of paragraphs a-g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5. **Compliance with the Copeland “Anti-Kickback” Act**

- a. This section applies to construction contracts in excess of \$2,000 paid for by the one of the following programs: Emergency Management Preparedness Grant Program, Homeland Security Grant Program.
- b. Contract. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 C.F.R. pt 3 as may be applicable, which are incorporated by reference into this contract.
- c. Subcontracts. The Contractor or Subcontractor shall insert in any subcontract the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- d. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

6. **Contract Work Hours and Safety Standards Act**

- a. This section is applicable on contracts in excess of \$100,000 that involve the employment of mechanics or laborers.
- b. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- c. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- d. **Withholding for unpaid wages and liquidated damages.** Dinwiddie County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

e. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

7. **Clean Air Act.**

- a. This section applies to all contracts in excess of \$150,000.
- b. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.
- c. The contractor agrees to report each violation to Dinwiddie County, and understands and agrees that the County will, in turn, report each violation as required to assure notifications to the recipient, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- d. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

8. **Federal Water Pollution Control Act.**

- a. This section applies to all contracts in excess of \$150,000.
- b. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Contract Act, as amended, 33 U.S.C. §1251 et seq.
- c. The contractor agrees to report each violation to Dinwiddie County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the recipient, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- d. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. **Suspension and Debarment.** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Dinwiddie County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Dinwiddie County and the Commonwealth of Virginia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. **Procurement of Recovered Materials.** In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designed items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

11. Access to Records

- a. The contractor agrees to provide Dinwiddie County, the Commonwealth of Virginia, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract

12. DHS Seal, Logo and Flags. The contractor shall not use the US Department of Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

13. Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Tablet Quotation

ePollTAB Precinct Management System



Prepared for:
DINWIDDIE COUNTY

Created by:
Mike Brown

Doc Ref : FR6BV-PMA3Y-UUCEV-V4CBU
Doc Seq : EPB_VA_371
Doc Date: July 15, 2021

Cover Letter

Dear Stephanie Wray

Quotation for New ePollTAB poll book deployment 2020/21

Please accept the attached documentation in support of the proposed deployment and provision of the new ePollTAB poll book system.

Since 2009 Advocate 2.x has been providing service to the State of Virginia and now in 2020 we present the new certified advanced DemTech ePollTAB 1.0.

Year 1 includes training delivery and training materials, deployment of a fully managed solution architecture as part of your support for early voting and an enrollment into our MDM system to keep your poll books up to date, secure and checked for certification compliance automatically.

Thank you for your interest in our products and services and we respectfully submit this quotation for your consideration.

Thank You,

DemTech Sales

PH Contact: 844 893 5347

Email: sales@demtechvoting.com

Products – Services Quotation

We outlined the following package based on our discussion, including:

- Tablet
- Merlin Security HUB
- Training
- Premium Support
- Ballot On Demand
- Shipping and Handling
- Configuration
- Cases and Transport
- On-Boarding and Setup

Year 1 Products and Services (DEMTECH)	Price	QTY	Subtotal
CenterPoint CenterPoint Administration and Management	\$750.00	1	\$750.00
CenterPoint Management Laptop CenterPoint Laptop	\$1,200.00	1	\$1,200.00
Tablet ePollTAB Unit 64 GB Tablet Unit, SSD Card secondary storage, 2 year extended warranty, Stand, Protective Cover, ePollTAB Software, Configuration	\$946.00	20	\$18,920.00
MDM Meraki Meraki MDM security and device management account	\$40.00	21	\$840.00
Brother QL820NWB Printer **OPTIONAL** Brother Receipt Printer	\$205.00	13	\$2,665.00
SymCode QR Barcode Scanner **OPTIONAL** Symcode QR Barcode Scanner	\$73.00	20	\$1,460.00
Hardened Rolling Case Hardened Rolling Case	\$200.00	13	\$2,600.00
Case Accessories	\$35.00	13	\$455.00
Merlin Precinct Kit Merlin Secure Communication Kit, SSD, Mini USB (2), Software, Cables, Ubiquiti	\$359.00	14	\$5,026.00
Merlin Small Transport Case Merlin Case for transport - Small self-transporter unit	\$65.00	1	\$65.00
Training Day (On Site) Full Day training. On nominated site by customer, all inclusive cost.	\$1,600.00	1	\$1,600.00
			\$35,581.00



Tax	\$0.00
Total	\$35,581.00

Order Process

We hope this quotation provides you with every piece of information you need for place an order for the certified ePollTAB solution for your jurisdiction. If you need any further clarifications or assistance please contact support or sales on the number below.

This quotation is based on conversations between your jurisdiction and DemTech to determine the details required to provide a complete solution to manage your precincts.

Thank You,

DemTech Sales

PH Contact: 844 893 5347

Email: sales@demtechvoting.com

SOFTWARE, HARDWARE SUPPLY AND MAINTENANCE AGREEMENT

This **SOFTWARE, HARDWARE SUPPLY AND MAINTENANCE AGREEMENT** (“Agreement”) is entered into as of the effective date stated on the signature page (“Effective Date”), between

(1) DEMTECH VOTING SOLUTIONS, Inc, a Delaware corporation having a place of business at 906 West Fairmont Street, Longview TX 75604 (“Demtech”), and

(2) COUNTY OF DINWIDDIE, VIRGINIA, a political subdivision of the Commonwealth of Virginia, having a mailing address at PO Box 70, Dinwiddie, VA 23841-2500 (“Customer”)

1. INTRODUCTION

1.1 Agreement. This Agreement (including any Order Form, Statement of Work or Appendix attached hereto or entered into in connection with this Agreement) establishes the terms under which Demtech will procure delivery and Customer may use the Software and Hardware, and under which Demtech will maintain the Software and Hardware and provide professional services if requested.

1.2 Order Forms; Purchase Orders. The Demtech software and hardware products and components which Customer is authorized to use, the license fees, maintenance fees, professional services fees, and any special terms of this Agreement will be specified in one or more Order Forms signed by both parties and any Statement of Work entered into in connection with this Agreement. An Order Form shall mean a written quotation which has been agreed by the parties in the form of an agreed Purchase Order, or other similar written confirmation of Customer and Demtech’s agreement of items to be supplied and prices and in conjunction with execution of this Agreement. Such Order Form represents a binding commitment to purchase the Software, Hardware and/or services described therein. The terms of any such Order Form are incorporated herein by reference. If Demtech agrees to provide professional services to Customer, they will be provided pursuant to the terms of a Statement of Work executed by both parties, provided that a Statement of Work shall not be required for installation services. In regard to any cloud based hosting services agreed to be provided the terms of such service levels are as set out in the Service Level Appendix. In no event shall any supplemental or inconsistent terms and conditions contained in any purchase order or similar document issued by Customer be binding upon Demtech unless expressly referred to herein. Demtech’s delivery of Software, Hardware or services pursuant to such a purchase order or similar document shall not constitute acceptance of, and Demtech hereby rejects, any such terms.

1.3 Supply. Demtech hereby agrees to supply the Hardware, Software and Services specified in the agreed Order Form in accordance with the terms of that Order Form and as set out herein. Customer hereby agrees to pay for such Hardware, Software and Services at the prices stated in such agreed Order Form and at the times stated in this Agreement. Where any Hardware is stated in the Order Form to be supplied by a third party directly to Customer, that Hardware supply and on-going support therefore, shall be governed by separate agreement to be entered into between Customer and the third party hardware supplier. The Order Form shall clearly state where this situation may apply.

2. DEFINITIONS

2.1 “Confidential Information” means the business, technical and financial information belonging to the disclosing party and its licensors, including without limitation, all Software, source code, inventions, algorithms, know-how and ideas, that is designated in writing as confidential. Confidential Information does not include information that (i) is previously rightfully known to the receiving party without restriction on disclosure, (ii) is or becomes known to the general public, through no act or omission on the part of the receiving party, (iii) is disclosed to the receiving party by a third party without breach of any separate nondisclosure obligation, or (iv) is independently developed by the receiving party.

2.2 “Documentation” means any administration guides, installation and user guides, and release notes that are normally provided by Demtech to end users of the Software.

2.3 “Error” means a failure of the unmodified Software to operate as described in the Documentation in all material respects, provided that such condition is reported by Customer to Demtech during an annual Maintenance Term and can be verified by both parties. The further definition and classification of Errors is set forth in the Maintenance Appendix.

2.4 “Hardware” means any and all hardware specified in an Order Form or purchase order, excluding any Software installed thereon.

2.5 “Intellectual Property Rights” means patents, design patents, copyrights, trademarks, Confidential Information, know-how, trade secrets, moral rights, and any other intellectual property rights recognized in any country or jurisdiction in the world.

2.6 “Maintenance” means the technical support, Error correction, Hardware and Software maintenance services provided hereunder during any Maintenance Term and Hardware Maintenance Term, as described in the Maintenance Appendix.

2.7 “Release” means a major new version of the Software that, in the discretion of Demtech, is represented by a change to the left of the decimal point in the version number of the Software (e.g., x.0 to y.0). Demtech will maintain and support the current Release and one Release below the current release of the Software.

2.8 “Services” means installation, customization and other professional services and facilities to be performed or provided by Demtech pursuant to an applicable Order Form or Statement of Work executed by the parties, provided that a Statement of Work shall not be required for installation services.

2.9 “Service Level” means the level of availability and response times regarding those Services Demtech agrees to provide to Customer by means of cloud service provision (where stated in the Order Form) in connection with the use of its Software operability, the terms of which are more fully set out in the Service Level Appendix.

2.9 “Software” means the Demtech products, components and modules identified in an Order Form or purchase order, excluding any Hardware. The term “Software” also includes any Error corrections, patches, workarounds, Updates, Upgrades and Releases provided by Demtech to Customer as part of

Maintenance or as specified in an applicable Order Form. Error corrections, patches, workarounds, Updates, Upgrades and Releases will be provided on a when and if available basis.

2.10 “Update” means an update, enhancement, modification, bug-fix, patch or Error correction that Demtech makes generally available to end users of the Software to whom Demtech owes a support obligation, but excludes hardware, software or services for which Demtech would generally charge an additional fee. Updates shall be deemed to be Software for purposes of the Agreement.

2.11 “Upgrade” means a revision of the Software to improve the existing functionality of the Software. “Upgrade” does not include (i) any separately priced product or module offered by Demtech that is not included in an Order Form under this Agreement (i.e., Demtech products that have not been purchased by Customer); (ii) any new, separately priced Demtech product or module released during the term of this Agreement; and (iii) any product or module that provides substantial new functionality not included in the Software previously licensed to Customer.

2.12 “Workaround” means a procedural change, modification or patch for a particular version of the Software, which may be of a temporary or interim nature, to help avoid an Error.

3. LICENSE GRANTS AND RESTRICTIONS

3.1 License. There are no implied licenses under this Agreement and Demtech and its licensors reserve all rights, title and interest in and to the Software not expressly granted to Customer under this Agreement. All Software licensed pursuant to this Agreement is unpublished copyrighted material, constitutes trade secrets and proprietary data of Demtech and is Confidential Information of Demtech. Subject to Customer’s compliance with the terms and conditions of this Agreement, Demtech grants to Customer a perpetual, worldwide, non-exclusive, non-sublicensable, non-transferable license as set forth herein. In the case of solely cloud based Software provided by Demtech, the license herein granted is not perpetual but only subscription based duration so that it shall continue only for the period which Customer continues to pay for its use.

3.2 License to Use Software.

3.2.1 Customer may use the Software only (i) in accordance with the Documentation, (ii) for Customer’s internal business purposes and (iii) on the Hardware either purchased from Demtech pursuant to an applicable Order Form or otherwise on hardware which Demtech shall first approve in writing as suitable for use thereon. In the case of cloud based Software provided by Demtech, Customer shall use in accordance with the subscription period term specified in the Order Form and which Software shall be provided as a use service to Customer by Demtech.

3.2.2 Customer has no right to receive, use or examine any source code or design documentation relating to the Software, save that the Software shall be prior certified as fit and duly approved for use by the State Board of Elections having jurisdiction for Customer.

3.2.3 Customer may make a reasonable number of copies of the Documentation in support of Customer’s authorized use of the Software, provided that Customer does not remove any of Demtech’s proprietary notices from the Documentation.

3.3 Restrictions. Customer will not and will not allow a third party to: (i) decompile, reverse engineer, disassemble or otherwise attempt to derive, analyze or use any source code or underlying ideas or algorithms related to the Software by any means whatsoever (except to the extent that such restrictions are prohibited by applicable statutory law); (ii) remove or alter any product identification, copyright or other notices; (iii) use or allow the use of the Software by or for the benefit of third parties, including without limitation by renting, leasing, lending, timesharing, or using for service bureau purposes; (iv) except as specified in the Documentation provided by Demtech, incorporate into or with other software any part of the Software; (v) collect or disseminate benchmark performance information or analysis for purposes other than internal issue resolution or as requested by Demtech or as required by State legislation relating to operation of public elections; (vi) reproduce the Software; (vii) sell, distribute, translate or market the Software; (viii) modify or create derivative works based on the Software (except for applications that were developed by Customer as set forth in the Documentation); (ix) install (whilst using the Software) any other software on the Hardware, or modify or use the Hardware for any other purpose not expressly permitted in the Documentation, or install or use the Software installed on the Hardware on any hardware not provided or approved by Demtech; or (x) use the Software outside of any field of use specified in an Order Form. Customer agrees to ensure that there is no breach, compromise or violation, by Customer employees, consultants, or independent contractors, of such obligations and Demtech's rights and title to the Software. Customer shall be responsible for any breach, compromise or violation of this Agreement by any employees, consultants or independent contractors of Customer.

4. HARDWARE

Demtech will provide to Customer the Hardware, as specified in one or more Order Forms signed by both parties. All shipments of Products purchased or licensed pursuant to this Agreement will be made F.O.B. Customer's designated facility. Demtech shall prepay all shipping and insurance and will include the charges in Customer's invoice. Following delivery to Customer's designated facility, immediately upon arrival risk of loss or damage shall immediately pass to Customer and Customer shall from that point assume all responsibility for security protection and insurance of the Hardware and Software installed thereon. If Customer sells or transfers ownership of Hardware to a third party for any reason, Customer must delete all Software and any other products or software licensed by or through Demtech, from the Hardware prior to sale or transfer to the third party.

5. INSTALLATION, SITE PREPARATION, USER ACCEPTANCE TESTING AND TRAINING

5.1 Installation. Where Hardware is provided by Demtech as specified in an applicable Order Form, Demtech shall ensure delivery to Customer's designated site with Hardware and Software pre-installed. If Customer's own hardware is being utilized for operation of the Software then Demtech shall with Customer's co-operation carry out on-site installation of the Software. Installation Services are not included in the purchase price unless otherwise indicated on the one or more Order Forms signed by both parties. Demtech will use commercially reasonable efforts to provide installation services where Customer's own hardware is being utilized but any additional time required by Demtech personnel to carry out installation on to Customer's hardware shall (where not included in the quoted price), be subject to additional charge at Demtech's applicable hourly rate for such work. Customer shall have the responsibility to prepare the site environmentally and provide the required services, power, Internet connectivity, permits, licenses, equipment to move and unpack the Hardware and the like. Failure to

provide such site preparation services will result in a service charge by Demtech at its standard hourly rates to cover lost time of its service personnel. Customer shall maintain its premises in a safe condition and comply with all applicable laws, statutes and regulations governing workplace health and safety.

5.2 User Acceptance Testing. Demtech personnel and Customer shall upon delivery and unpacking of Hardware, proceed to carry out immediate User Acceptance Testing (UAT) of the Hardware (or as the case may be Customer's own hardware) with Software installed. Hardware shall be powered up and Demtech and Customer shall run through end to end test of the combined Hardware and Software to ensure it is in working order and operable in accordance with the applicable Documentation provided to the Customer by Demtech. In the event that any problems are encountered with Hardware or Software supplied and not working properly, Demtech shall arrange for replacement Hardware to be supplied and/or to fix the Software at its own cost in accordance with the warranty set out in clause 6 below. Such replacement or fixes shall be undertaken in a timely manner having regard to Customer's lead time for its use in any pending election. Upon completion of satisfactory UAT Demtech and Customer shall complete and sign a UAT certificate note with any additional requirements for action as a result of UAT process to be noted.

5.3 Training. Initial training on the proper use of the Software and Hardware provided by Demtech will be provided on-site to be pre-arranged before the delivery and installation date of supply. The cost of initial on-site training will be provided for in any applicable Order Form. Where such costs are not included in the purchase price on such Order Form, on-site initial training may be subject to additional charge at Demtech's standard hourly rates (subject to a minimum of 1 day [8 hours] charge). Such initial training shall be agreed in advance between Demtech and Customer as appropriate for the size of the Customer jurisdiction and number of personnel required to be trained. This may include a 'train the trainer' approach to initial training as well as poll worker training.

5.4 Cloud Based Software as a service. Where Demtech shall provide solely cloud based software services to Customer those services shall be set up by Demtech for Customer based on the feature and functionality offered and agreed in the Order Form and as further set out in detail in the product user guide. During initial on-boarding process Customer generated data is configured and hosted on the cloud based Software platform. Customer is given either on-line or in person training on a similar 'train the trainer' basis and followed by full UAT. Once UAT sign off has occurred the system will be made available for live elections throughout the period stated in the Order Form as agreed with Customer.

6. LIMITED WARRANTY & DISCLAIMER

6.1 Limited Warranty. Demtech warrants to Customer that: (i) the Software and Hardware will materially perform in accordance with the applicable Documentation for twelve (12) months after initial delivery (or in the case of cloud based Software, after UAT sign off and live service availability) to Customer (initial warranty period); (ii) any Services performed by Demtech hereunder will be performed in a professional manner, in accordance with general industry standards. Specifically in the case of cloud based Software provided under a subscription model, the service warranty shall apply only for the subscription period.

6.2 Exclusions. Demtech's warranties in this Section 6 shall not extend to problems that result from: (i) Customer's failure to implement all Updates issued by Demtech during the warranty period; (ii) any alterations or additions to the Software or Hardware not performed by or at the direction of Demtech; (iii) the relocation, movement or modification of any fixed component of the Hardware by any party other than Demtech or a party approved by Demtech; (iv) failures in operation of the Software that are not reproducible by Demtech; (v) Software or Hardware operated in violation of this Agreement or not in accordance with Documentation therefor or applicable Order Form; (vi) failures which are caused by Customer's software or other software, hardware or products not licensed or provided hereunder, or (vii) defects caused to Software or Hardware by Customer misuse or Customer occasioned accidental damage following acceptance and UAT sign off. Any work performed by Demtech as a result of these exclusions will be pursuant to a Statement of Work executed by both parties.

6.3 Remedies.

6.3.1 Initial Warranty Period. For any Software Hardware or Services not in conformance with this Section 6, Demtech will, at its discretion and cost, either repair or replace the Software or Hardware or ensure any interruption or reduction in their use or in service is remedied in accordance with the priorities and terms stated in the Maintenance (and if applicable) Service Level Appendices hereto, as applicable. This is Customer's exclusive remedy, and Demtech's sole liability arising in connection with the limited warranties herein.

6.3.2 Post Initial Warranty Period - Software After expiry of the initial warranty period of 12 months, where Customer pays Annual Maintenance for Software support, the terms of the Maintenance Appendix shall also similarly apply to deal with problems in relation to the Software.

6.3.2 Post Initial Warranty Period – Hardware. After expiry of the initial warranty period of 12 months, where Customer pays for any extended Hardware warranty, then to the extent of that extended warranty period, the terms of the Maintenance Appendix shall apply to deal with Hardware repair and replacement as set out therein.

7. OWNERSHIP

7.1 Demtech Ownership of Software. Demtech and its licensors retain all rights, title, and interest, and all Intellectual Property Rights, in the Software and Documentation, including any modifications, enhancements maintenance releases, Error corrections, patches, Releases, Workarounds, Updates and Upgrades thereto.

7.2 Customer Ownership of Hardware. Upon payment in full to Demtech in respect of the Hardware, Customer shall obtain full title to and ownership of the Hardware.

7.3 Customer Ownership of Customer Materials. Customer will retain ownership of all right, title and interest, and all Intellectual Property Rights, to all data processed by the operation of the Software, Hardware and Services supplied by Demtech (the "Customer Materials").

7.3 Third Party Software. Customer's license to third party software that is installed on, embedded within or used in connection with its Software or Hardware (operating systems and the like) will be governed exclusively by the terms of the separate software license agreements of the third party, and such licenses will be shipped with the Software or Hardware.

8. PAYMENT

8.1 Hardware Supply, Software licensing and associated costs stated in Order Form; Except where stated otherwise on an Order Form, all such costs are invoiced upon signed acceptance of the Order Form.

8.2 Maintenance Fees; These will be inclusive within the purchase price quoted as part of the warranty in clause 6 above. Thereafter Annual Maintenance fees will be subject to agreement between Demtech and Customer subject to any rates that may have been quoted in the Order Form and are due annually in advance no later than the renewal of the Maintenance Term as specified in Section 9.2 below.

8.3 Services Fees. The fees for the Services (including agreed cloud based subscription Software) shall be set forth in the Order Form(s) or Statement(s) of Work, provided that a Statement of Work shall not be required for installation services. If the scope of Services changes from what is defined in an Order Form or Statement of Work, Demtech will seek to agree in advance any charges prior to commencement of that work but excluding work covered by warranty or within the ambit of cover stated in the Maintenance Appendix Demtech reserves the right to charge for any additional work requested at Demtech's standard daily hourly rates then applicable.

8.4 Taxes. Fees are exclusive of all taxes, levies or duties, and Customer will be responsible for payment of such taxes, levies or duties, excluding only U.S. taxes based solely upon Demtech's income. If Demtech has the legal obligation to pay or collect taxes for which Customer is responsible pursuant to this Section 8.4, Demtech will invoice the amount of such taxes to Customer, and Customer agrees to pay such amount, unless Customer provides Demtech a valid tax exemption certificate authorized by the appropriate taxing authority.

8.5 Currency. Unless otherwise specified in an Order Form or purchase order, all fees are payable in U.S. Dollars.

9. TERM AND TERMINATION

9.1 License Term. Subject to due compliance with the provisions of this Agreement, the term of all licenses granted hereunder will be perpetual save in respect of cloud based subscription Software licenses which shall be limited to the period of subscription stated in the Order Form.

9.2 Maintenance Terms.

9.2.1 Software. The "Maintenance Term" shall be one (1) year from the date of UAT signed by both parties. Thereafter, Maintenance services will automatically renew for successive periods of one (1) year, at Demtech's then current fees (or as the case may be the fees quoted in the initial Order Form signed by the parties, if specified), unless either party gives written notice of non-renewal at least sixty (60) days prior to the expiration of the then current Maintenance Term.

9.2.2 Hardware. The "Hardware Maintenance Term" shall be one (1) year from the date of UAT signed by both parties. Thereafter Maintenance services will be only for such period as specified in any Hardware extended warranty purchased by Customer.

9.3 Termination. Either party may terminate this Agreement immediately on written notice and the licenses granted hereunder if the other party (i) becomes insolvent and becomes unwilling or unable to meet its obligations under this Agreement, (ii) files a petition in bankruptcy, (iii) is subject to the filing of

an involuntary petition for bankruptcy which is not rescinded within a period of forty---five (45) days, (iv) fails to cure a material breach of any material term or condition of this Agreement within thirty (30) days of receipt of written notice specifying such breach, or (v) materially breaches its obligations of confidentiality hereunder. Cloud based subscription Software services will terminate automatically upon expiry of the agreed subscription period stated in the Order Form unless prior termination has occurred for any of the reasons stated above in this clause 9.3.

9.4 Effects of Termination. Upon termination of this Agreement for any reason, any amounts owed to Demtech under this Agreement before such termination will be due and payable. If the termination was made by Demtech based upon the provisions of Section 9.3, all licensed rights granted in this Agreement will immediately cease, and Customer will promptly discontinue all use of the Software and Documentation, erase all copies of the Software from the Hardware, and return to Demtech or destroy all copies of the Software, Documentation and any other Demtech Confidential Information on tangible media in Customer's possession or control and certify in writing to Demtech that it has fully complied with these requirements. Where cloud based subscription Software is involved, termination will allow Customer 30 days to extract and secure Customer data. Thereafter all Customer data relating to the subscription will be removed in accordance with data handling best practise requirements.

9.5 Survival. The following provisions of this Agreement will remain in effect following the expiration or termination of this Agreement for any reason: 7 (Ownership), 8 (Payment), 9.4 (Effects of Termination), 9.5 (Survival), 11 (Indemnification), 12 (Confidentiality) and 13 (General).

10. RESERVED

11. INDEMNIFICATION

11.1 Indemnity. Demtech will defend, indemnify and hold Customer harmless against any third party claims, liabilities or expenses incurred (including reasonable attorneys' fees), as well as amounts finally awarded in a settlement or by a court arising from any claim or allegation by a third party that the Software infringes or misappropriates a valid United States patent, copyright or trade secret right of a third party; provided that Customer gives Demtech: (i) prompt written notice of any such claim or allegation; (ii) control of the defense and settlement thereof; and (iii) reasonable assistance in such defense or settlement. If any Software becomes or, in Demtech's opinion, is likely to become the subject of an injunction, Demtech may, at its option, (a) procure for Customer the right to continue using such Software, (b) replace or modify such Software so that it becomes non---infringing without substantially compromising its functionality, or, if (a) and (b) are not reasonably available to Demtech, then (c) terminate Customer's license to the allegedly infringing Software and refund to Customer the Customer Fees actually paid for such infringing Software, depreciated on a straight---line basis over three (3) years. The foregoing states the entire liability of Demtech with respect to infringement of patents, copyrights, trade secrets or other intellectual property rights.

11.2 Exclusions. The foregoing obligations shall not apply to: (i) Software modified by any party other than Demtech, if the alleged infringement relates to such modification, (ii) Software combined or bundled with any non---Demtech products, processes or materials where the alleged infringement relates to such combination, (iii) the use of a version of the Software other than the version that was current at the time of such use, as long as Demtech shall have provided Customer with such non---

infringing version, (iv) Software created to the specifications of Customer; or (v) infringement or misappropriation of any proprietary right in which Customer has an interest.

12. CONFIDENTIALITY

Except as expressly and unambiguously allowed herein, the receiving party will hold in confidence and not use or disclose any Confidential Information and shall similarly bind its employees, consultants, independent contractors and clients in writing. Upon the expiration or termination of this Agreement, all of the Confidential Information (including any copies) will be returned to the disclosing party, and receiving party will make no further use of such materials. If required by law, the receiving party may disclose Confidential Information of the disclosing party, but will give adequate prior notice of such disclosure to the disclosing party to permit the disclosing party to intervene and to request protective orders or other confidential treatment thereof.

13. GENERAL

13.1 No Agency. Demtech and Customer each acknowledge and agree that the relationship established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to: (i) give either party the power to direct or control the day-to-day activities of the other; (ii) deem the parties to be acting as partners, joint venturers, co-owners or otherwise as participants in a joint undertaking; or (iii) permit either party or any of either party's officers, directors, employees, agents or representatives to create or assume any obligation on behalf of or for the account of the other party for any purpose whatsoever.

13.2 Compliance with Laws. Each party agrees to comply with all applicable laws, regulations, and ordinances relating to their performance hereunder. Without limiting the foregoing, Customer warrants and covenants that it will comply with all then current laws and regulations of the United States and other jurisdictions relating or applicable to Customer's use of the Software including, without limitation, those concerning Intellectual Property Rights, invasion of privacy, defamation.

13.3 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party.

13.4 Notices. Any notice required or permitted hereunder shall be in writing in English and shall be delivered as follows (with notice deemed given as indicated): (i) by personal delivery when delivered personally; (ii) by established overnight courier upon written verification of receipt; (iii) by facsimile transmission when receipt is confirmed orally; (iv) by certified or registered mail, return receipt requested, upon verification of receipt; or (v) via email with verified receipt. Either party may change its contact person for notices and/or address for notice by means of notice to the other party given in accordance with this Section. Notices shall be sent to the addresses set forth on the signature page hereto.

13.5 Confirmations. Upon request by Demtech, Customer agrees to reasonably cooperate with Demtech's auditors to confirm Customer's compliance with the terms and conditions of this Agreement and any associated Order Form(s) and Statement(s) of Work.

13.6 Governing Law; Venue and Jurisdiction. This Agreement is made and intended to be performed in the Commonwealth of Virginia and shall be interpreted and enforced according to the laws of that State without regard to conflict of laws principles. Jurisdiction and venue for all actions involving this Agreement shall be in the Virginia county jurisdiction of the Customer with whom this agreement is made and all such actions shall be brought only in the Circuit Court of such county.

13.7 Injunctive Relief. The parties agree that monetary damages would not be an adequate remedy for the breach of certain provisions of the Agreement, including, without limitation, all provisions concerning infringement, confidentiality and nondisclosure, or limitation on permitted use of the Software. The parties further agree that, in the event of such breach, injunctive relief would be necessary to prevent irreparable injury. Accordingly, either party shall have the right to seek injunctive relief or similar equitable remedies to enforce such party's rights under the pertinent provisions of the Agreement, without limiting its right to pursue any other legal remedies available to it.

13.8 Reserved

13.9 Severability. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.

13.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered (including by facsimile or electronic transmission), shall be deemed an original, and all of which shall constitute the same agreement.

13.11 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto, their respective successors and permitted assigns.

13.12 Assignment. Neither party may, without the prior written consent of the other party (which shall not be unreasonably withheld), assign this Agreement, in whole or in part, either voluntarily or by operation of law, and any attempt to do so shall be a material default of this Agreement and shall be void. Notwithstanding the foregoing, a party may assign its rights and benefits and delegate its duties and obligations under this Agreement without the consent of the other party (i) if necessary to satisfy the rules, regulations and/or orders of any federal, state or local governmental agency or body or (ii) in connection with a merger, reorganization or sale of all or substantially all relevant assets of the assigning party to which this Agreement relates; in each case provided that such successor assumes the assigning party's obligations under this Agreement.

13.13 United States Government Users. If a user or licensee of the Software is an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Software, or any related documentation of any kind, including technical data or manuals, is restricted in accordance with Federal Acquisition Regulation

12.212 for civilian agencies and Defense Federal Acquisition Regulation 227.7202 for military agencies. The Software is commercial computer software and the related documentation is commercial computer software documentation. The use of the Software and related documentation is further restricted in accordance with the terms of this Agreement, and any modification hereto.

[SIGNATURE PAGE FOLLOWS]

AGREED AND ACCEPTED:

CUSTOMER

Authorized Signature

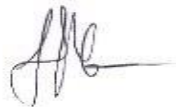
Name: W. Kevin Massengill

Title: County Administrator

Date: 8/6/2021 | 2:30 PM EDT (Effective Date of this Agreement)

DEMTECH VOTING SOLUTIONS, INC.

Authorized Signature



Name: Dr John Morrison

Title: CEO

Date: 4th August 2021

Names and Addresses for Notices to Customer:

As stated on Page 1

Email: Accounting@dinwiddieva.us

Names and Addresses for Notices to Demtech:

As stated on Page 1

Email: james@demtechvoting.com

[APPENDICES follow next page]

MAINTENANCE APPENDIX

This Maintenance Appendix details Demtech's Software and Hardware Maintenance services.

1. Definitions. Capitalized terms used in this Maintenance Appendix and not otherwise defined shall have the respective meaning assigned thereto in the Agreement.

1.1. "Authorized Contact" has the meaning assigned thereto in Section 2.6(e) of this Maintenance Appendix.

1.2. "Error" means a failure of the unmodified Software to operate as described in the Documentation in all material respects, provided that such condition is reported by Customer to Demtech during an annual Maintenance Term and can be verified by both parties.

1.3. "Fix" means the repair or replacement of object or executable code within the Software to remedy an Error.

1.4. "Maintenance" means (a) the provision of Updates related to the Software (when and if available); (b) assistance by telephone or internet with respect to the use of the Software and Hardware including without limitation (i) clarification of functions and features of the Software and Hardware, (ii) clarification of the Documentation, and/or (iii) guidance in the operation of the Software and Hardware; and (c) Error verification, analysis and correction.

1.5. "Priority 1": means that the Software or Hardware is inoperable.

1.6. "Priority 2": means a problem with the Software or Hardware that causes a serious disruption but operations can continue in a degraded fashion.

1.7. "Priority 3": means a non-critical problem in the Software or Hardware where Customer is able to continue to use the Software or Hardware and a Workaround is available and/or there is limited operational impact.

1.8. "Priority 4": means a non-Priority 1, 2 or 3 condition.

1.9. "Service Hours" means 8:00 a.m. to 6:00 p.m. Eastern Standard Time, Monday through Friday, excluding U.S. Federal holidays.

1.10. "Support Call" means a telephone call, email or website notification from Customer to Demtech in respect of a Priority 1, Priority 2, Priority 3 or Priority 4 problem.

1.11. "Support Reply Time" means the elapsed time during Service Hours between the receipt of a Support Call and the target time within which Demtech begins Maintenance as verified by a verbal or email confirmation to Customer.

2. Maintenance Services. For so long as Customer is current in payment of all Maintenance fees and subject to the terms and conditions of the Agreement, Customer will receive support as specified herein.

2.1. Customer Support Center. Demtech shall receive Support Calls from an Authorized Contact and assign a priority level to the request during Service Hours.

2.2. Support Call Logging. Demtech shall acknowledge receipt of Support Calls by telephone or the same method that the Support Call was received with a tracking number within the Support Reply Times.

2.3. Support Reply Times. Support for the Software is available during Service Hours with the following Support Reply Times:

Priority Support Reply Time: Priority 1 = 120 minutes, Priority 2 = 4 hours, Priority 3 = 24 hours, Priority 4 = 48 hours

Where Demtech does not acknowledge receipt of a Support Call within the applicable Support Response Times, the following escalation contact protocol shall apply:

Priority Support Reply Time: Elapsed Escalation Contact - Priority 1 = 120 minutes - Service Director, Priority 1 = 180 minutes - Sr. Vice President, Priority 1 = 240 minutes - President & CEO

Priority 2 escalation contacts will be based on 4 hour increments.

2.4. Response. Following acknowledgement by Demtech in response to a Support Call in respect of a Priority 1 problem, Demtech will use commercially reasonable efforts to provide Customer with an urgent Workaround or Fix as soon as reasonably practicable, provided that Customer makes its Authorized Contacts available on-site to assist in problem resolution. Following acknowledgement of a Priority 2 or 3 problem, Demtech will work using commercially reasonable efforts during Service Hours to provide Customer with a Workaround or Fix. Following acknowledgement of a Priority 4 problem, Demtech will use reasonable commercial efforts to incorporate any necessary changes with the next release of the Software, or provide a Fix or Workaround thereto, in its sole discretion.

2.5. Exclusions. If Demtech believes that a problem reported by Customer may not be due to an Error in the Software or Hardware, Demtech will so notify Customer. Support does not include services requested as a result of, or with respect to, causes which are not attributable to Demtech or the Software and/or Hardware ("Excluded Services"). Excluded Services will be billed to Customer at Demtech's then current rates. Causes which are not attributable to Demtech or the Software and/or Hardware include, but are not limited to: (i) modifications made by or at the direction of Customer, other than modifications made by Demtech, to its operating environment, third party software or hardware that adversely affects the Software; (ii) any alterations or additions to the Software or Hardware not performed by Demtech; (iii) failures in operation of the Software that are not reproducible in standalone form; (iv) Software or Hardware that is otherwise operated in violation of this Agreement or other than in accordance with the Documentation therefor; (v) failures which are caused by Customer or Customer's software or other software, hardware or products not licensed hereunder; or (vi) failures in Customer's software or software, hardware or products not licensed hereunder. Note if on-site support is requested this may be subject at Demtech's discretion to an additional charge which shall be mutually agreed in advance between Demtech and the Customer.

2.6. Customer Responsibilities. Demtech's provision of Maintenance to Customer is subject to the following.

(a) Customer is responsible for providing sufficient information and data to allow Demtech to readily reproduce all reported Errors and/or to provide the service which Demtech is contracted to provide to Customer. Any access granted by Customer to Demtech in regard to Customer's data shall be subject to jurisdiction and State controls over confidential use thereof.

(b) Customer shall provide Demtech with necessary access to the Software and Hardware, personnel and equipment during Service Hours. This access includes the ability to remotely access the Software and Hardware, subject to Customer's security procedures.

(c) Customer shall document and promptly report all detected Errors to Demtech. At Demtech's direction, Customer shall take all steps necessary to carry out procedures for the rectification of Errors within a reasonable time after such procedures have been received from Demtech.

(d) Customer shall properly train its personnel in the use and application of the Software or Hardware following any initial training provided by Demtech.

(e) Customer shall appoint a reasonable number of trained individuals to serve as primary contacts between Customer and Demtech regarding the registry and report of Support Calls (each an "Authorized Contact"). All of Customer's Support Calls and Maintenance inquiries shall be initialized through the Authorized Contacts.

3. Hardware Repair and Replacement Services. During the Hardware Maintenance Term, Demtech shall use reasonable commercial efforts to provide hardware support for the Hardware as follows:

3.1. Scope. The support services that Demtech agrees to provide are repair services which are necessary because of any defect which exists in materials or workmanship in the Hardware and components of the Hardware.

3.2. Return. If Demtech's support personnel determine that the reported issue is related to Hardware failure, Customer shall ship the failed Hardware to the address specified by Demtech support personnel within three (3) days from receipt of the replacement Hardware.

3.3. Repair. Demtech will use its reasonable commercial efforts to repair or replace failed Hardware within five (5) business days from the date of the specific determination of the problem. Demtech reserves the right in its discretion to include in the repaired Hardware embedded software that is upgraded, modified, or different and hardware components that may be new, repaired, or refurbished, provided that the repaired Hardware will have the same compatibility as the failed Hardware and will offer the same functionality as the failed Hardware did when purchased by Customer.

3.4. Customer Replaceable/ Repairable Parts. Demtech will from time to time designate certain parts as Customer replaceable/repairable. In the event of a failure of such designated part, Demtech will provide the processes and procedures for Customer-performed replacements or repairs. For parts that fail that are not designated Customer replaceable/repairable, Demtech (or its designated agent) will provide and install the replacement parts.

3.5. **Support Not Covered.** Hardware Maintenance does not include services requested as a result of, or with respect to, causes which are not attributable to Demtech or the Hardware (“Excluded Services”), including without limitation: (i) modification, alteration, customization or additions to any Hardware, including software installation, which is not approved by Demtech; (ii) damage to the Hardware arising out of accident, misuse, abuse, negligence, misapplication, or wilful acts of Customer or any third party; (iii) failure to provide the appropriate technical environment (such as correct voltage, fusing, air conditioning, surge protection, etc.); (iv) restoring data to or preserving data on a returned Hardware.(v) On-site support - if on-site support is requested this may be subject at Demtech’s discretion to an additional charge which shall be mutually agreed in advance between Demtech and the Customer. Excluded Services will be billed to Customer at Demtech’s then-current rates.

THIS MAINTENANCE APPENDIX DEFINES A SERVICE ARRANGEMENT AND NOT A PRODUCT WARRANTY. THE SOFTWARE, HARDWARE AND MATERIALS AND SERVICES RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE AGREEMENT. THIS MAINTENANCE APPENDIX DOES NOT CHANGE OR SUPERSEDE ANY TERM OF ANY SUCH AGREEMENT.

SERVICE LEVEL APPENDIX

This Service Level Appendix details Demtech’s service levels in relation to cloud based aspects of the Software and/or Services being provided (where specifically stated in the Order Form as applicable)

Software and Services covered

This SLA covers only such of the Software and Services listed in the table below. This list may be updated at any time, with agreement from both Demtech and Customer.

Please note:

- Demtech guarantees **response times** for all items listed in this section.
- Demtech guarantees **uptime** only for items confirmed in the **Covered for uptime** column.

These items have been assigned a priority level, from 1 (most important) to 3 (least important). The priority levels help determine the guaranteed uptime and response time.

Item type	Number of items	Priority	Covered for uptime
Cloud Backup	1 (where applicable as stated in the Order Form)	1 (during elections in progress)	yes

AWS Cloud (Merlin)	1 (where applicable as stated in the Order Form)	1 (during elections in progress)	yes
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Exclusions

Demtech will always do everything possible to rectify every issue in a timely manner.

However, there are a few exclusions. This SLA does not apply to:

- Any Software, Hardware or Services or other items not listed above or which have been dealt with in other parts of the main Agreement
- Software, Hardware or Services not purchased through and managed by Demtech

Additionally, this SLA does not apply when:

- The problem has been caused by using the Software, Hardware or Services in a way that is **not recommended** by Demtech
- Customer has made **unauthorised changes** to the configuration or set up of affected Software, Hardware or Services
- Customer has prevented Demtech from **performing required maintenance and update** tasks.
- The issue has been caused by **unsupported** equipment, software or other services.

This SLA does not apply in circumstances that could be reasonably said to be beyond the Demtech's control. For instance: floods, war, acts of god and so on.

This SLA also does not apply if Customer is in breach of the terms of the main Agreement or this Appendix for any reason.

Responsibilities

Demtech responsibilities

Demtech will provide and maintain the Software and Services agreed to be provided to Customer in accordance with the terms of this Appendix.

Demtech will:

- Ensure relevant Services are available to Customer in line with the uptime levels listed below.
- Respond to support requests within the timescales listed below.
- Take steps to escalate and resolve issues in an appropriate, timely manner.
- Maintain good communication with Customer at all times.

Customer responsibilities

Customer will use Demtech-provided Services as intended.

Additionally, Customer will:

- Notify Demtech of issues or problems in a timely manner.
- Provide Demtech with access to all Hardware and Software for the purposes of maintenance, updates and fault prevention which may otherwise have an impact on provision of the Services.
- Maintain good communication with Demtech at all times.

Guaranteed uptime

Uptime levels

In order to enable Customer to operate its elections effectively, Demtech guarantees that certain items will be available for a certain percentage of time.

These uptime levels apply to items in the **Hardware Software and Services covered** table affirmed in the **Covered for uptime?** column.

The level of guaranteed uptime depends on the priority level of each item:

Priority level	Guaranteed uptime
1	99.9%
2	99.5%
3	99%

Measurement

Uptime is measured the using supplier's automated systems, over each calendar month. It is calculated to the nearest minute, based on the number of minutes in the given month (for instance, a 31-day month contains 44,640 minutes).

Guaranteed response times

When Customer raises a support issue with Demtech, Demtech promises to respond in a timely fashion.

Response times

The response time measures how long it takes Demtech to respond to a support request raised via Demtech's online support system.

Demtech is deemed to have responded when it has replied to Customer's initial request. This may be in the form of an email or telephone call, to either provide a solution or request further information.

Guaranteed response times depend on the priority of the item(s) affected and the severity of the issue. They are as follows:

Priority Support Reply Time: Priority 1 = 120 minutes, Priority 2 = 4 hours, Priority 3 = 24 hours, Priority 4 = 48 hours

Where Demtech does not acknowledge receipt of a Support Call within the applicable Support Response Times, the following escalation contact protocol shall apply:

Priority Support Reply Time: Elapsed Escalation Contact - Priority 1 = 120 minutes - Service Director, Priority 1 = 180 minutes - Sr. Vice President, Priority 1 = 240 minutes - President & CEO

Priority 2 escalation contacts will be based on 4 hour increments.

Response times are measured from the moment the Customer submits a support request via Demtech's online support system.

Response times apply during standard working hours (8am — 6pm EST) only, unless the agreement between the Customer and Demtech specifically includes provisions for out of hours support.

Severity levels

The severity levels shown above are defined as follows:

“Priority 1”: means that the Service is inoperable.

“Priority 2”: means a problem with the Service that causes a serious disruption but operations can continue in a degraded fashion.

“Priority 3”: means a non-critical problem in the Service where Customer is able to continue to use the Service where a Workaround is available and/or there is limited operational impact.

“Priority 4”: means a non-Priority 1, 2 or 3 condition.

Measurement

Response times are measured using Demtech's support ticketing system, which tracks all issues from initial reporting to resolution.

It is vital the Customer raises every issue via this system. If an issue is not raised in this way, the guaranteed response time does not apply to that issue.

Certificate Of Completion

Envelope Id: BA8BB3F3D8E846D2826564327FAC4312
 Subject: Contract with DemTech
 Source Envelope:
 Document Pages: 37
 Certificate Pages: 5
 AutoNav: Enabled
 Enveloped Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed
 Envelope Originator:
 Hollie Casey
 hcasey@dinwiddieva.us
 IP Address: 139.60.228.178

Record Tracking

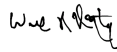
Status: Original
 8/4/2021 | 10:15 AM

Holder: Hollie Casey
 hcasey@dinwiddieva.us

Location: DocuSign

Signer Events**Signature****Timestamp**

William Hefty
 bill@heftywiley.com
 Legal Counsel



Sent: 8/4/2021 | 10:20 AM
 Viewed: 8/6/2021 | 08:29 AM
 Signed: 8/6/2021 | 08:30 AM

County of Dinwiddie
 Security Level: Email, Account Authentication
 (None)

Signature Adoption: Drawn on Device
 Using IP Address: 174.206.100.190
 Signed using mobile

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Stephanie Wray
 sbwray@dinwiddieva.us
 Security Level: Email, Account Authentication
 (None)



Sent: 8/6/2021 | 08:30 AM
 Viewed: 8/6/2021 | 08:31 AM
 Signed: 8/6/2021 | 08:32 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 139.60.228.178

Electronic Record and Signature Disclosure:
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 ID: 417d40e2-e9b1-4d48-8f0d-41779a12bb35
 Company Name: Dinwiddie County

W. Kevin Massengill
 kmassengill@dinwiddieva.us
 County Administrator
 Dinwiddie County



Sent: 8/6/2021 | 08:32 AM
 Viewed: 8/6/2021 | 02:29 PM
 Signed: 8/6/2021 | 02:30 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 139.60.228.178

Electronic Record and Signature Disclosure:
 Accepted: 4/17/2020 | 03:04 PM
 ID: 42c6e72a-b34f-45d6-988d-e9d30e610ed4
 Company Name: Dinwiddie County

James Hill
 james@demtechvoting.com
 VP



Sent: 8/6/2021 | 02:30 PM
 Viewed: 8/7/2021 | 06:23 PM
 Signed: 8/7/2021 | 06:29 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 86.136.52.193

Electronic Record and Signature Disclosure:
 Accepted: 8/7/2021 | 06:23 PM
 ID: 642ea4d1-9972-4c5e-8953-cc44e48cc61b
 Company Name: Dinwiddie County

Signer Events	Signature	Timestamp
Hollie Casey hcasey@dinwiddieva.us Procurement Officer Dinwiddie County Security Level: Email, Account Authentication (None)	Completed Using IP Address: 184.63.185.123	Sent: 8/7/2021 06:29 PM Viewed: 8/11/2021 08:51 AM Signed: 8/11/2021 08:52 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	8/4/2021 10:20 AM
Certified Delivered	Security Checked	8/11/2021 08:51 AM
Signing Complete	Security Checked	8/11/2021 08:52 AM
Completed	Security Checked	8/11/2021 08:52 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Dinwiddie County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Dinwiddie County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: hcasey@dinwiddieva.us

To advise Dinwiddie County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at hcasey@dinwiddieva.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Dinwiddie County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to hcasey@dinwiddieva.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Dinwiddie County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to hcasey@dinwiddieva.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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