

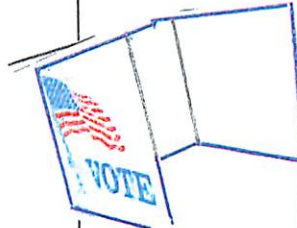




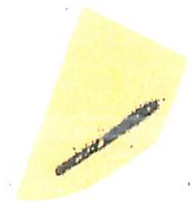
PROPOSED OFFICE UPDATES March 2, 2017

#	Item	Cost
1	Pull fiber to the EC building from the Circuit building	3,800.00
2	Inside wiring	500.00
3	Cisco 24 port POE data switch	2,100.00
4	Fiber modules for switch connection to the network	750.00
5	5 Dell desktop pc's with dual monitors	6,000.00
6	5 Avaya IP phones	1,525.00
7	Wireless Access Point	1,000.00
8	2 Scanners	1,000.00

Total 16,675.00

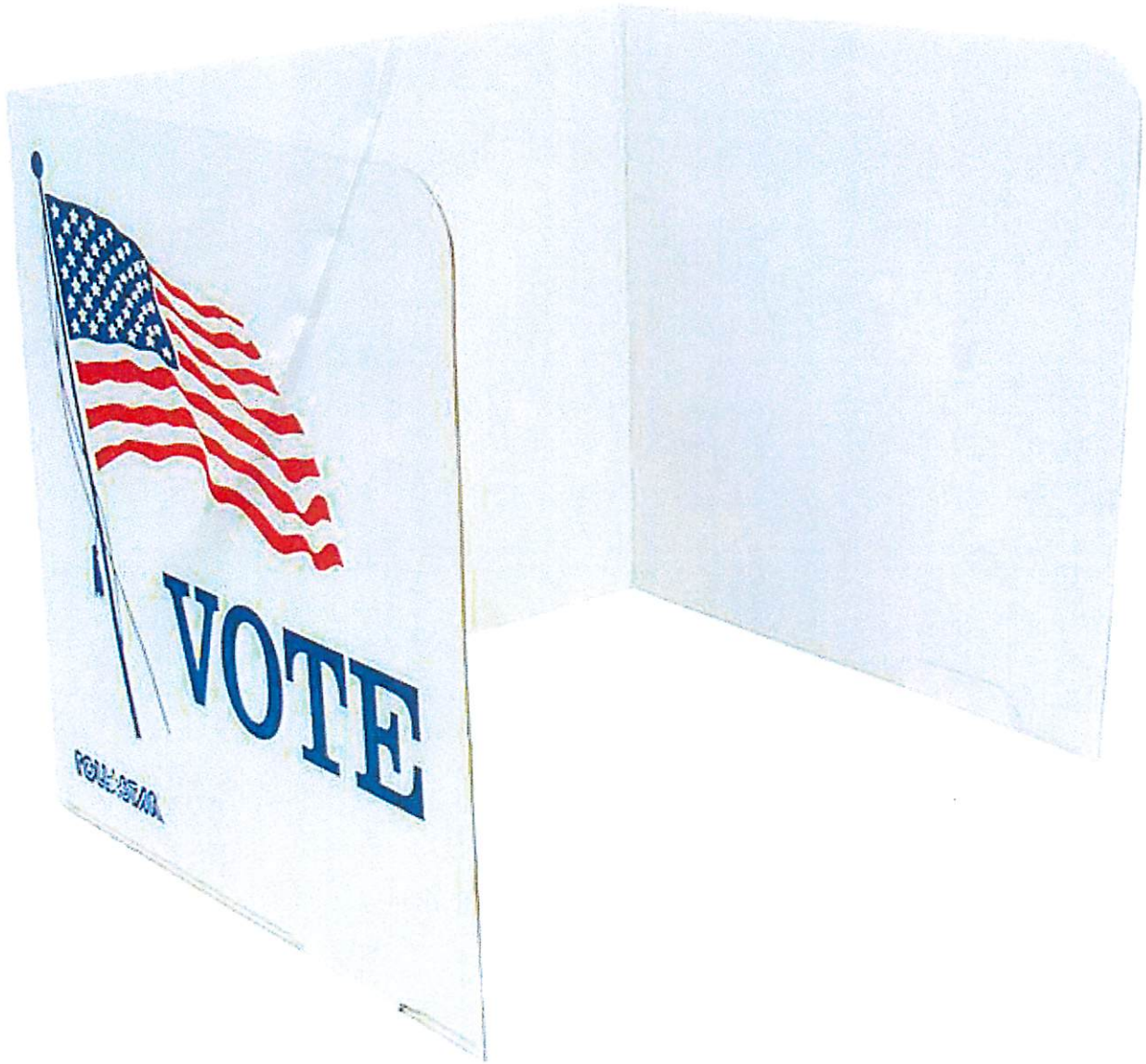
PROPOSED CONSUMABLE SUPPLIES

MARCH 10, 2017

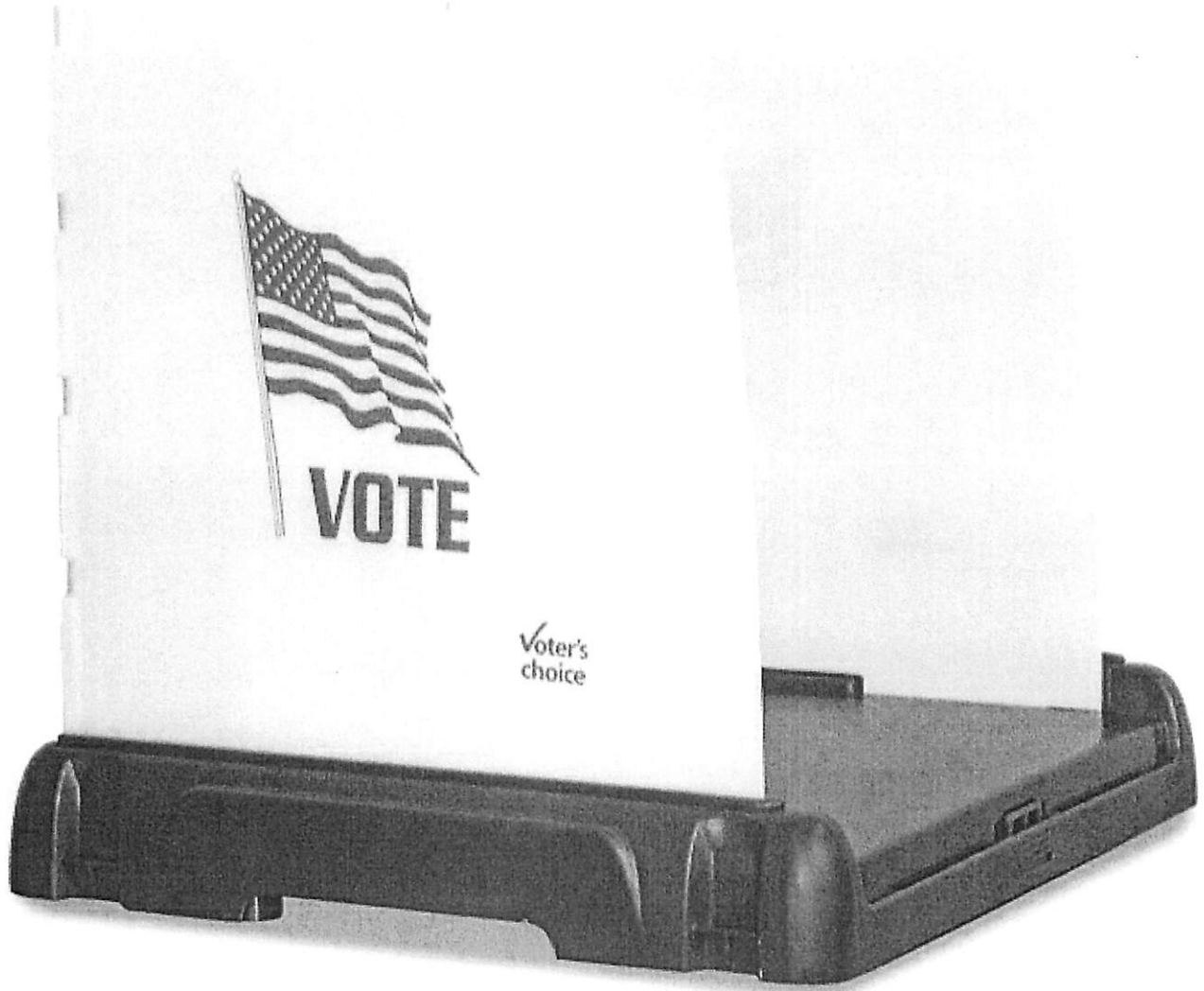
							
DISTRICT	PRIVACY SCREEN \$19.59/ea	SINGLE VOTING BOOTH \$125.00	DOUBLE VOTING BOOTH \$199.25	TAPE SEALS \$34.95/pk	PLASTIC SEALS \$34.95/pk	Ballot Marking Pen .93/ea	TOTAL COST
DISTRICT 1	25	12	18	1	1	100	
DISTRICT 2	55	0	5	1	1	100	
DISTRICT 3	25	12	10	1	1	100	
DISTRICT 4	95	0	20	1	1	100	
DISTRICT 5	20	96	22	1	1	100	
TOTALS	220	120	75	5	5	500	
	\$ 4,309.80	\$ 15,000.00	\$ 14,943.75	\$ 174.75	\$ 174.75	\$ 465.00	\$ 35,068.05
	\$ 34,253.55						

$$\begin{array}{r}
 34,253.55 \\
 + 110 \text{ double} \times 199.25 \\
 \hline
 = 21,917.50 \\
 \hline
 \$ 51,881.25
 \end{array}$$

Privacy Screen
\$20⁰⁰



Privacy ~~Screen~~ Screen with holder



Single
\$125⁰⁰



Double

\$200⁰⁰



ADA



Purchasing Department
Madison County Board of Supervisors
146 West Center Street
Canton, Mississippi 39046

601-855-5503
hardy@madison-co.com

20 MARCH 2017
~~9 February 2017~~ *HC*

Subject: Bids for Precinct Scanner System

Dear Board Members:

On January 3, the board authorized advertising for a precinct scanner election system, including scanners, handicap marking devices, absentee ballot printer, accessories, software, testing, warranties, and training.

Bids were opened for the precinct scanner system on February 7. Three bids were received (see attached), with the lowest being from ES&S in the amount of \$422,965.

If the board wishes to convert from electronic voting to paper ballots, then a motion including the following is in order:

1. Award the bid for a precinct scanner system, including all items and services listed on page 2 of the attached specifications, at the turn-key price of \$422,965 and authorize issuance of a purchase order for same.
2. Approve and authorize the board president to execute the attached Sales Order Agreement, including the following attachments: General Terms; Exhibit A entitled Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period); Schedule A1 (Pricing Summary); Hardware Maintenance Description and Fees; Software License Maintenance and Support Description and Fees Electionware Software, and Software License, Maintenance and Support Description and Fees Firmware. This agreement includes board-approval to annually pay without additional board approval the annual hardware, software, and firmware licenses and maintenance fees for the four years following the expiration of the initial one-year warranties, maintenance agreements, and licenses included with the turn-key bid price.
3. Approve and authorize the board president to execute the attached Ballot On Demand System Processing and Services Agreement. This agreement includes board approval to pay the itemized per-absentee-ballot fees on an as-used basis as well as the annual software license and hardware maintenance fees beginning in year four (first three years are included in turn-key price).

Sincerely,

Hardy Crunk
Hardy Crunk
Purchase Clerk

BID SHEET

PRECINCT SCANNER ELECTION SYSTEM

Bid Due Date: 10 A.M. 7 February 2017
Madison County Chancery Clerk's Office
Madison County Chancery Courthouse
Rooms 225-227, Second Floor
146 West Center Street, Canton, Mississippi 39046

**TOTAL PRICE FOR ALL EQUIPMENT AND SERVICES IN THE LIST OF
ELECTION EQUIPMENT AND SERVICES INCLUDED IN TURN-KEY
SPECIFICATIONS ON PAGE 2:**

\$ 422,965.00

NAME OF BIDDER: Election Systems & Software

SIGNATURE OF BIDDER: 

Richard J. Jablonski, Vice President of Finance

BIDDER'S ADDRESS: 5738 Highway 80 West Suite C Jackson, MS 39110

BIDDER'S TELEPHONE NUMBER: 601-497-4769

BIDDER'S EMAIL ADDRESS: william.lowe@essvote.com

ALL BIDS MUST BE SIGNED BY AUTHORIZED COMPANY REPRESENTATIVE

BID SHEET

PRECINCT SCANNER ELECTION SYSTEM

Bid Due Date: 10 A.M. 7 February 2017

Madison County Chancery Clerk's Office

Madison County Chancery Courthouse


Rooms 225-227, Second Floor

146 West Center Street, Canton, Mississippi 39046

**TOTAL PRICE FOR ALL EQUIPMENT AND SERVICES IN THE LIST OF
ELECTION EQUIPMENT AND SERVICES INCLUDED IN TURN-KEY
SPECIFICATIONS ON PAGE 2:**

\$ 699,936

NAME OF BIDDER: Hart InterCivic, Inc.

SIGNATURE OF BIDDER: 
Phillip Braithwaite, President & CEO

BIDDER'S ADDRESS: 15500 Wells Port Drive, Austin, TX 78728

BIDDER'S TELEPHONE NUMBER: 512-252-6400

BIDDER'S EMAIL ADDRESS: jwickert@hartic.com (Julie Wickert, RFP Manager)

ALL BIDS MUST BE SIGNED BY AUTHORIZED COMPANY REPRESENTATIVE

BID SHEET

PRECINCT SCANNER ELECTION SYSTEM

Bid Due Date: 10 A.M. 7 February 2017

Madison County Chancery Clerk's Office

Madison County Chancery Courthouse

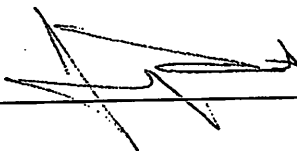
Rooms 225-227, Second Floor

146 West Center Street, Canton, Mississippi 39046

**TOTAL PRICE FOR ALL EQUIPMENT AND SERVICES IN THE LIST OF
ELECTION EQUIPMENT AND SERVICES INCLUDED IN TURN-KEY
SPECIFICATIONS ON PAGE 2:**

\$ 718,675.00

NAME OF BIDDER: John Poulos

SIGNATURE OF BIDDER: 

BIDDER'S ADDRESS: 1201 18th St., Suite 210, Denver, CO 80202

BIDDER'S TELEPHONE NUMBER: 720.257.5209

BIDDER'S EMAIL ADDRESS: john.poulos@communications.com

ALL BIDS MUST BE SIGNED BY AUTHORIZED COMPANY REPRESENTATIVE



11208 JOHN GALT BLVD
 OMAHA, NE 68137-2364
 (402) 593-0101

Sales Order Agreement

Customer P.O. #: _____

1st Election Date: To be Agreed Upon by the Parties

Estimated Delivery Date: To be Agreed Upon by the Parties

Phone Number: (601) 855-5503

Fax Number: (601) 859-8555

Customer Contact, Title: Hardy Crunk

Customer Name: Madison County, Mississippi

Type of Sale: NEW

Type of Equip: NEW REFURBISHED

Bill To: _____

Madison County, Mississippi

Hardy Crunk

P.O. Box 608

Canton, MS 39046

Ship To: _____

Madison County, Mississippi

Central Receiving

128 W. North Street

Canton, MS 39046

Item	Description	Qty	Price	Total
1	DS200 Model DS200 Digital Image Scanner with Plastic Ballot Box with Steel Door and e-Bin, Reverse Wound Paper Roll, and 4GB Flash Drive	60	\$5,750.00	\$345,000.00
2	Other Tote Bin	60	\$225.00	\$13,500.00
3	ExpressVote ExpressVote BMD Terminal with Internal Backup Battery, Power Supply with AC Cord, ADA Keypad, Headphones, and 4GB Flash Drive	45	\$3,325.00	\$149,625.00
4	Other Soft-Sided Case	45	\$175.00	\$7,875.00
5	Software ElectionWare - Reporting Only	1	\$4,200.00	\$4,200.00
6	Equipment Installation Model DS200 Scanners	60	\$115.00	\$6,900.00
7	Equipment Installation ExpressVote BMD Terminals	45	\$105.00	\$4,725.00
8	Services Project Management Day	2	\$1,575.00	\$3,150.00
9	Services Equipment Operations Training Day	3	\$1,575.00	\$4,725.00
10	Services Poll Worker Train-the-Trainer Day	2	\$1,575.00	\$3,150.00
11	Services Software Training Day	2	\$1,575.00	\$3,150.00
12	Shipping Shipping & Handling	1	\$6,825.00	\$6,825.00

Freight Billable: yes no

Order Subtotal \$ 552,825.00

Discount and Allowances (\$137,575.00)

Order Total \$ 415,250.00

 Bill Lowe
 Regional Sales Manager

 Customer Signature Date

 V.P. of Finance Date

 Title

Trade-In Equipment:
 ES&S is responsible for preparing and packaging the trade-in equipment for shipment. ES&S will coordinate and pay for the pickup of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties.

Special Notes:

Payment Terms
 100% of Order Total due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S Invoice.
 Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.
 Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

Warranty Period (Years): One (1) Year After Equipment Delivery

Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)
 The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.

SEE GENERAL TERMS AND CONDITIONS

GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the reverse side. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the ES&S Equipment and ES&S Software are set forth on the reverse side. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the reverse side for the ES&S Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time employees to use the ES&S Software and related Documentation in the Jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in Customer's jurisdiction. The licenses granted in this Section 2 do not permit Customer to access or in any way use the source code for the ES&S Software.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

4. **Term of Licenses.** The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a one-year period (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the reverse side. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) deliver the Updates to the Customer, (ii) train Customer on Updates, if such training is requested by Customer, (iii) install the Updates or (iv) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. Customer shall pay ES&S for any Update which is required due to a change in state or local law.

6. **Delivery; Risk of Loss.** The Estimated Delivery Dates set forth on the reverse side are merely estimates and may be revised by ES&S because of delays in executing this Agreement, changes requested by Customer and other events. ES&S will notify Customer of revisions to the Estimated Delivery Dates as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured hereunder until all amounts payable to ES&S under this Agreement have been paid by Customer.

7. **Warranty.**

a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a 1-year period (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (i) Customer promptly notifies ES&S of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond

the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (iv) Customer has installed and is using the most recent update, or the second most recent update, provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty license, maintenance and support are set forth on Exhibit A

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the ES&S Equipment and ES&S Software to achieve Customer's intended results; (b) the use of the ES&S Equipment and ES&S Software; (c) the results obtained from the use of the ES&S Equipment and ES&S Software; (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (e) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update, or the second most recent update, provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

10. **Indemnification.** To the fullest extent permitted under applicable law, Customer shall indemnify and hold harmless ES&S from and against any and all claims, damages, amounts paid in settlement and reasonable fees and costs (including reasonable attorneys' fees) (collectively "Adverse Consequences") arising out of or relating to the following:

a. Any claim that any of the ES&S Equipment or ES&S Software infringes upon any third party's copyright, trademark or patent existing as of the date hereof (a "Third Party Infringement Claim") resulting from (i) Customer's failure to timely or properly install and use any Update provided to it by ES&S; (ii) the use of any ES&S Equipment or ES&S Software in combination with other equipment, hardware or software not meeting ES&S' specifications for use with such ES&S Equipment or ES&S Software; or (iii) Customer's modification or alteration of any item of ES&S Equipment or ES&S Software without the prior written consent of ES&S;

b. Any claims by third parties arising out of or relating to the use or misuse by Customer, its employees and any other persons under its authority or control ("Customer's Representatives") of any third party items;

c. Personal injury (including death) or property damage that is caused by any negligent or willful act, error or omission of one or more of Customer's Representatives; and

d. Customer's election not to receive, or to terminate, Hardware Maintenance Services or ES&S Software Maintenance and Support.

ES&S shall notify Customer immediately if it becomes aware of any claim for which it may be entitled to indemnification under this Section 10, and hereby gives Customer full and complete authority, and shall provide such information and assistance as is necessary (at Customer's expense with respect to reasonable out-of-pocket costs), to enable Customer to defend, compromise or settle any such claim.

11. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

12. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. If Customer's payment is past due for more than 60 days and is undisputed, ES&S may declare the total amount remaining due under this Agreement to be immediately due and

payable, enter the premises where the ES&S Equipment is located and remove it. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

13. **Assignment.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may assign its right to receive payments under this Agreement to such third party(ies) as ES&S may desire without the prior consent of Customer, provided that ES&S provides written notice (including evidence of such assignment) to Customer thirty (30) days in advance of any payment(s) so assigned.

14. **Compliance with Laws.** In performing its obligations or enjoying its rights under this Agreement, each party shall comply with all applicable laws and regulations. In addition, ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. ES&S further warrants that during the Warranty Period and thereafter so long as Customer is subscribing and paying for Maintenance and Support Services, the ES&S Equipment and ES&S Software shall be maintained or upgraded by ES&S in such a way as to remain compliant with all applicable state election laws and regulations. "Maintained or upgraded" shall mean only such changes to individual items of the ES&S Software (but not ES&S Equipment) as are technologically feasible and commercially reasonable. Customer shall be solely responsible for the cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations. Customer shall also be solely responsible for the cost of any third party items that are required in order for the ES&S Equipment and/or ES&S Software to remain compliant with applicable laws and regulations.

15. **State Recertifications.** In the event that any future state certifications or recertifications are required that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Equipment licensed and sold hereunder, Customer shall be responsible for:

- (i) the total cost of any third party items that are required in order for the ES&S Equipment and/or ES&S Software to remain certified;
- (ii) Customer's pro-rata share of such future state certification or recertification costs; and
- (iii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Equipment and/or ES&S Software that may result from such future state certifications or recertifications.

Customer's pro-rata share of the costs included under subsections 15(ii) and 15(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Equipment and/or ES&S Software purchased and licensed by Customer under this Agreement.

16. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8-10, 12(b), 13-16 these General Terms shall survive the termination of this Agreement, to the extent applicable.

EXHIBIT A
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services. In the event Customer terminates this Exhibit A through no fault of ES&S and later desires to subscribe for a Hardware Maintenance and Software License, Maintenance and Support plan, or otherwise changes its Hardware Maintenance and Software License, Maintenance and Support plan with ES&S during the Initial Term or any Renewal Period thereof, ES&S will charge the Customer its then current contract administration fee in order to process such new subscription for, or change in, Hardware Maintenance and Software License, Maintenance and Support plan coverage.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products identified on Attachment 1 as "**Gold and Silver Coverage**" working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to

herein as "Routine Maintenance Services. Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Initial Term or any renewal thereof for those hardware products indentified as "**Gold Coverage**" on Attachment 1. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. An ES&S Representative shall provide such services as may be necessary to keep the Products in Normal Working Condition ("Routine Maintenance Services") once each **Twenty-Four (24) Months** during the Initial Term or any renewal thereof for those hardware products indentified as "**Silver Coverage**" on Attachment 1. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. At the request of Customer, ES&S shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to the Products. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

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

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

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

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

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III **SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES**

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms.

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

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

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

**Schedule A1
Pricing Summary**

Summary:		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$61,950.00
ES&S Software License, Maintenance and Support Fees	ES&S Software License, Maintenance and Support Description and Fees Below	\$16,800.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$30,900.00
Total Maintenance Fees for the Initial Term:		\$109,650.00
Terms & Conditions:		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.		
Note 2: In the event the Customer subsequently acquires any ES&S Equipment and or ES&S Software, the post warranty maintenance and support periods will be adjusted to synchronize the dates in order to conform with the current term.		

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Term: Expiration of the Warranty Period through the fourth anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
60	Model DS200 Scanner (Gold Coverage)	Year 1	\$185.00	\$11,100.00
45	ExpressVote BMD Terminal (Silver Coverage)	Year 1	\$97.50	\$4,387.50
Total Maintenance Fees for Year 1				\$15,487.50
60	Model DS200 Scanner (Gold Coverage)	Year 2	\$185.00	\$11,100.00
45	ExpressVote BMD Terminal (Silver Coverage)	Year 2	\$97.50	\$4,387.50
Total Maintenance Fees for Year 2				\$15,487.50
60	Model DS200 Scanner (Gold Coverage)	Year 3	\$185.00	\$11,100.00
45	ExpressVote BMD Terminal (Silver Coverage)	Year 3	\$97.50	\$4,387.50
Total Maintenance Fees for Year 3				\$15,487.50
60	Model DS200 Scanner (Gold Coverage)	Year 4	\$185.00	\$11,100.00
45	ExpressVote BMD Terminal (Silver Coverage)	Year 4	\$97.50	\$4,387.50
Total Maintenance Fees for Year 4				\$15,487.50
Total Hardware Maintenance Fees for the Initial Term				\$61,950.00

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period for "Gold" Coverage Items shall be 55% of the then current maintenance fee per unit. The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 24-month period for "Silver" Coverage Items shall be 75% of the then current maintenance fee per unit.

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

Note 3: Customer's Designated Location: Madison County, Mississippi

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

Note 5: Upon expiration of the Initial Term, this Schedule A1 shall automatically renew as set forth in Article I, Section 1.

Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
 - Service performed by an ES&S trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
 - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
 - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
 - Use of a checklist tailored for each piece of ES&S Equipment.
 - Update of maintenance records which are kept by serial number and available to the Customer through the Customer's ES&S Web-based portal.
5. Repair Services.
 - Customer will receive coverage for interim repair calls.
 - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
 - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.
6. Priority Services.
 - Customer has access to the ES&S Help Desk for assistance.
 - The customer receives priority on service calls.
 - The customer receives priority on response time.
 - The customer receives priority on certified ES&S parts inventory.

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

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
ELECTIONWARE SOFTWARE**

Initial License and Maintenance Term: Expiration of Warranty Period through the fourth anniversary thereof

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee In Total
1	ElectionWare – PYO Standard	Year 1	\$4,200.00
1	ElectionWare – PYO Standard	Year 2	\$4,200.00
1	ElectionWare – PYO Standard	Year 3	\$4,200.00
1	ElectionWare – PYO Standard	Year 4	\$4,200.00
Total Software License, Maintenance and Support Fees for the Initial Term			\$16,800.00

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
FIRMWARE**

Initial License and Maintenance Term: Expiration of Warranty Period through the fourth anniversary thereof

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

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
60	Model DS200 Scanner	Year 1	\$80.00	\$4,800.00
45	ExpressVote BMD Terminal	Year 1	\$65.00	\$2,925.00
Total License, Maintenance and Support Fees for Year 1				\$7,725.00
60	Model DS200 Scanner	Year 2	\$80.00	\$4,800.00
45	ExpressVote BMD Terminal	Year 2	\$65.00	\$2,925.00
Total License, Maintenance and Support Fees for Year 2				\$7,725.00
60	Model DS200 Scanner	Year 3	\$80.00	\$4,800.00
45	ExpressVote BMD Terminal	Year 3	\$65.00	\$2,925.00
Total License, Maintenance and Support Fees for Year 3				\$7,725.00
60	Model DS200 Scanner	Year 4	\$80.00	\$4,800.00
45	ExpressVote BMD Terminal	Year 4	\$65.00	\$2,925.00

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
	Total License, Maintenance and Support Fees for Year 4			\$7,725.00
Total Firmware License, Maintenance and Support Fees for the Initial Term				\$30,900.00

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

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

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
 - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
 - Customer shall store the Equipment in accordance with ES&S requirements set forth herein.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall have reviewed Training Checklists.
4. Customer shall be responsible for the installation and integration of any third party hardware or software application or system purchased by the customer, unless otherwise agreed upon, in writing, by the parties.
5. Customer shall be responsible for data extraction from Customer voter registration system.
6. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
7. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.

8. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
9. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
10. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.

**ELECTION SYSTEMS & SOFTWARE, LLC
BALLOT ON DEMAND SYSTEM, PROCESSING AND SERVICES AGREEMENT**

This Agreement is made as of the date it is executed by the last of the parties named below on the signature page (the "Effective Date"),

BETWEEN: ELECTION SYSTEMS & SOFTWARE, LLC, a Delaware Limited Liability Company ("ES&S")

AND: MADISON COUNTY, MISSISSIPPI ("Customer").

RECITALS:

- A. ES&S is the owner of certain ballot printing equipment and software as set forth herein and Customer has agreed to purchase and license the ballot printing equipment and related software and services from ES&S for use in **Madison County, Mississippi** (the "Jurisdiction"). The terms and conditions under which such equipment, software and services shall be provided are set forth in the **GENERAL TERMS** attached hereto and incorporated herein by reference.
- B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):
- Exhibit A (Pricing Summary)
- Exhibit B (ES&S Equipment, ES&S Software, Third Party Items Description, Pricing and Fees)
- Exhibit C (ES&S Support Services)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

- Agrees to the **GENERAL TERMS** and the terms and conditions set forth in each Exhibit attached hereto and incorporated herein.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the **State of Mississippi**, without regard to conflicts of law principles that would require the application of the laws of any other state.
- Represents and warrants to the other party that as of its signature below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

ELECTION SYSTEMS & SOFTWARE, LLC
11208 John Galt Boulevard
Omaha, NE 68137
Fax No.: (402) 970-1291

MADISON COUNTY, MISSISSIPPI
P.O. Box 608
Canton, MS 39046
Fax No.: (601) 859-8555

Signature

Signature

Name (Printed or Typed)

Name (Printed or Typed)

Title

Title

Date

Date

**GENERAL TERMS
ARTICLE 1
DEFINITIONS**

All capitalized terms used, but not otherwise defined, in these General Terms or in an Exhibit shall have the following meanings:

- a. "Documentation" means the operating instructions, user manuals or training materials for the ES&S Equipment and ES&S Software.
- b. "ES&S Equipment" means ES&S' hardware or other ES&S proprietary equipment.
- c. "ES&S Software" means ES&S' proprietary Balotar software and all Updates delivered to Customer under this Agreement, unless licensed pursuant to a separate written agreement.

**ARTICLE 2
SALE OF ES&S EQUIPMENT AND LICENSE OF ES&S SOFTWARE AND PAYMENT OF FEES**

2.1 **Purchase Terms; Use.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell, and Customer agrees to purchase, the ES&S Equipment described on Exhibit B. The payment terms for the ES&S Equipment are set forth on Exhibit A. Title to the Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on Exhibit A for the ES&S Equipment.

2.2 a. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses to use the ES&S Software described on Exhibit B and related Documentation supplied by ES&S. The licenses allow Customer to use (but not copy) the ES&S Software and the Documentation in the course of operating the ES&S Equipment and solely for the purposes of managing the printing of ballots in the Jurisdiction. The licenses granted in this Section 2.2 do not permit Customer to use the source code for the ES&S Software.

b. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

i. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

ii. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party, including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer (including, but not limited to, any ballot printing, coding, programming or ballot layout services) without ES&S's prior written consent; or

iii. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

iv. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the Software in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

2.3 **Term of Licenses.** The licenses granted in Section 2.2 shall commence upon the delivery of the ES&S Software described in Section 2.2 and shall continue for the Initial Term of the Agreement (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on Exhibit A. ES&S may terminate the license if Customer fails to pay the consideration due for, or breaches Sections 2.2, 2.5, or 3.6 with respect to, such license. Upon the termination of either of the licenses granted in Section 2.2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

2.4 **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) deliver the Updates to the Customer, (ii) train Customer on Updates, if such training is requested by Customer; (iii) install the Updates or (iv) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. Customer shall pay ES&S for any Update which is required due to a change in state or local law.

2.5 **Fees**

a. **Equipment Sale and License Fees.** The fees for the purchase of ES&S' Equipment and License of ES&S Software during Term of the Agreement are set forth on Exhibit A

b. **Election Set-Up Fee.** The per election fee for ballot and equipment setup is as set forth on Exhibit A.

c. **Ballot Sheet Processing Fee.** In addition to the payment of the fees set forth in sections 2.5(a.) and (b.) above and in partial consideration for the use of the ES&S Equipment and ES&S Software in order to process and print ballots in the Jurisdiction, Customer shall pay ES&S the Ballot Sheet Processing Fees set forth on Exhibit A.

d. **Pricing Changes.** ES&S reserves the right to adjust the Ballot Sheet Processing Fees annually during the term of the Agreement in the event ES&S experiences unforeseen increases in the cost of ballot paper and/or ballot printer consumables. ES&S shall notify Customer, in writing, of such price increase by providing Customer with ninety (90) days advanced written notice.

**ARTICLE 3
MISCELLANEOUS**

3.1 **Delivery; Risk of Loss; Insurance.** ES&S anticipates shipping the ES&S Equipment and ES&S Software identified on Exhibit B to Customer on or before the "Estimated Delivery Dates" listed on Exhibit A. The Estimated Delivery Dates are merely estimates and may be revised by ES&S because of delays in executing this Agreement, changes requested by Customer, delays in certification and other events outside of ES&S's control. ES&S will notify Customer of revisions to the Estimated Delivery Dates as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder until all amounts payable to ES&S under this Agreement for ES&S Equipment and Software have been paid by Customer.

3.2 **Installation of ES&S Equipment and ES&S Software.** Customer acknowledges and agrees that the ES&S Equipment and ES&S Software provided by ES&S hereunder shall only be used by the Customer to perform the services contemplated under this Agreement and not for any other purpose. Customer will provide, at its own expense, a site adequate in space and design for installation, operation and storage of the ES&S Equipment, ES&S Software and consumable items. Customer shall be responsible for providing a site that is temperature and humidity controlled, has all necessary electric current outlets, circuits, and wiring for the ES&S Equipment. ES&S may, but shall not be required to, inspect the site and advise on its acceptability before any ES&S Equipment or ES&S Software is installed. ES&S shall have no liability for actual site preparation or for any costs, damages or claims arising out of the installation of any ES&S Equipment or ES&S Software at a site not meeting ES&S' specifications.

3.3 **Maintenance; Support**

a. **ES&S Equipment and ES&S Software.** ES&S agrees that during the Term of the Agreement, ES&S shall maintain the ES&S Equipment and ES&S Software in good working condition in order allow the Customer to use the ES&S Equipment and ES&S Software in accordance with its Documentation, wear and tear excepted ("Normal Working Condition"). If a defect or malfunction occurs in any ES&S Equipment and/or ES&S Software while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. ES&S shall repair or replace any item of ES&S Equipment and ES&S Software at ES&S' or the Customer's designated location as determined by ES&S in its sole discretion. If a defect or malfunction occurs in any ES&S Equipment and ES&S Software as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, rodent infestation, and utility or communication interruptions, Customer shall pay ES&S for any maintenance services at ES&S' then-current rates, as well as for the cost of all parts used in connection with the performance of such maintenance services.

b. **Technical Support.** In addition to providing those services set forth in Section 3.3 (a), ES&S shall provide the Customer with technical help desk support.

3.4 **Consumables.** As part of ES&S' provision of maintenance services as set forth in Section 3.3, ES&S shall, during the Term of the Agreement, provide the Customer with those consumable items as set forth on Exhibit B for each election which may take place in the Customer's Jurisdiction; provided Customer notifies ES&S, in writing, no later than sixty (60) days prior to the first day in which printer services will be required for each election. The Customer shall provide such notice to its ES&S designated Customer Service Support Representative. ES&S shall be responsible for the shipment of all

consumable to the Customer's designated location. Customer shall be responsible for the installation of consumables while operating the ES&S Equipment during the Customer election. In the event ES&S requests that any unused and unopened consumable items, including ballot paper, be returned to ES&S following a Customer's election during the Term of the Agreement, the Customer shall ship such consumables back to ES&S' designated location within thirty (30) days of ES&S' request. ES&S shall pay for the cost of shipping the consumables to ES&S' designated location. Notwithstanding the foregoing, Customer shall be responsible for the payment of any consumable which is damaged as a result of accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or the manufacturer.

3.5 Disclaimer of Warranties. EXCEPT AS OTHERWISE SET FORTH HEREIN, ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.6 Limitation Of Liability. Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. Any action by Customer against ES&S must be commenced within one (1) year after the cause of action has accrued. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the ES&S Equipment and ES&S Software to achieve Customer's intended results; (b) the use of the ES&S Equipment and ES&S Software; (c) the results obtained from the use of the ES&S Equipment and ES&S Software; (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; (e) errors that arise from mechanical or electronic component failures that are not covered under warranty or not subject to maintenance efforts or cure under this Agreement; or (f) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform its obligations under this Agreement.

3.7 Taxes; Interest. Customer shall provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement; provided, however, Customer shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 3.7, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

3.8 Proprietary Rights. Customer acknowledges and agrees as follows:

a. ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S.

b. Customer shall not cause or permit the adaptation, conversion, reverse engineering, disassembly or decompilation of any of the ES&S Equipment or ES&S Software.

c. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or

other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

3.9 **Indemnification.** To the fullest extent permitted under applicable law, Customer shall indemnify and hold harmless ES&S from and against any and all claims, damages, amounts paid in settlement and reasonable fees and costs (including reasonable attorneys' fees) (collectively "Adverse Consequences") arising out of or relating to the following:

a. Any claim that any of the ES&S Equipment or ES&S Software infringes upon any third party's copyright, trademark or patent existing as of the date hereof (a "Third Party Infringement Claim") resulting from (i) Customer's failure to timely or properly install and use any Update provided to it by ES&S; (ii) the use of any ES&S Equipment or ES&S Software in combination with other equipment, hardware or software not meeting ES&S' specifications for use with such ES&S Equipment or ES&S Software; or (iii) Customer's modification or alteration of any item of ES&S Equipment or ES&S Software without the prior written consent of ES&S;

b. Any claims by Third Parties arising out of or relating to the use or misuse by Customer, its employees and any other persons under its authority or control ("Customer's Representatives") of any Third Party Items; and

c. Personal injury (including death) or property damage that is caused by any negligent or willful act, error or omission of one or more of Customer's Representatives.

ES&S shall notify Customer immediately if it becomes aware of any claim for which it may be entitled to indemnification under this Section 3.9, and hereby gives Customer full and complete authority, and shall provide such information and assistance as is necessary (at Customer's expense with respect to reasonable out-of-pocket costs), to enable Customer to defend, compromise or settle any such claim.

3.10 **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

3.11 **Term; Termination.** This Agreement shall be effective for a **Three (3) Year Period** beginning on the Effective Date (the "Initial Term"). The Initial Term shall automatically renew for an unlimited number of successive one year period unless otherwise agreed to, in writing, by the parties (each a "Renewal Period"). The Initial Term and all Renewal Periods shall be collectively referred to herein as the "Term". The Term shall continue until this Agreement is terminated by the first to occur of (i) either party's election to terminate it upon the expiration of the Initial Term or any Renewal Period thereof, written notice of such election shall be given to the other party at least sixty (60) calendar days prior to the expiration of the Initial Term or any Renewal Period; (ii) the date that is thirty (30) days after either party notifies the other that the other has materially breached this Agreement, and the breaching party fails to cure such breach within such thirty (30) day period, (except a breach as provided in (iii) below which will require no notice); or (iii) Customer's failure to make any payment due hereunder within thirty (30) days after it is due. In the event of early termination by ES&S due to (a) a breach of this Agreement by Customer, (b) Customer's failure to pay any amounts owed under this Agreement or (c) the failure of Customer to appropriate funds to make the payments due under this Agreement, Customer shall pay ES&S for all services performed and all ballot processing fees earned up through the date of termination as well as the present value of the remaining amounts owing hereunder for the ES&S Equipment, discounted at the rate of 6.5% per annum. Upon termination of this Agreement, Customer shall immediately return all ES&S Software and Documentation (including any and all copies thereof) to ES&S,

or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred. In addition, Customer shall return all unused and unopened consumable items, including ballot paper, to ES&S within thirty (30) days following the termination of the Agreement. Customer shall provide ES&S with a written certification from an authorized representative of Customer stating that Customer has returned all items, in its possession, associated with this Agreement. Such written certification shall be included with the return of the aforementioned items. .

3.12 Non-Appropriation of Funds. Customer represents, warrants, and covenants that it has appropriated, and will have appropriated, funds available necessary to pay the amounts due herein through the end of the Customer's current fiscal year, and that Customer shall use its best efforts to obtain and appropriate funds in order to pay all payments which shall be due in each year of this Agreement. In the event that funds are not appropriated or otherwise made available to support the continuation of performance by Customer hereunder in any subsequent fiscal period, this Agreement may be terminated by either party; provided, however, that this Section 3.12 shall not be construed so as to permit Customer to terminate this Agreement in order to acquire a ballot on demand system and/or related services from a third party. Either party may notify the other of the termination, which may occur no later than the beginning of the subsequent fiscal period. Upon termination, Customer shall pay ES&S for all services performed pursuant to this Agreement up to the date of termination and reasonable exit costs incurred by ES&S. The amount of such payment may be paid from any appropriations available for such purposes, and Customer's highest-ranking officer or official shall use his/her best efforts to timely and sufficiently request the appropriation necessary to pay such amount.

3.13 Assignment. Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may assign its right to receive payments under this Agreement to such third party(ies) as ES&S may desire without the prior consent of Customer, provided that ES&S provides written notice (including evidence of such assignment) to Customer thirty (30) days in advance of any payment(s) so assigned.

3.14 Notice. Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

3.15 Disputes.

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than thirty (30) days, ES&S may suspend performance under this Agreement until such amount is paid. If Customer's payment is past due for more than sixty (60) days and is undisputed, ES&S may declare the total amount remaining due under this Agreement to be immediately due and payable, enter the premises during normal business hours where the ES&S Equipment and third party items are located and remove them.

3.16 **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Article 2 and Sections 3.5-3.16 of these General Terms shall survive the termination of this Agreement, to the extent applicable.

[END OF GENERAL TERMS]

**EXHIBIT A
PRICING SUMMARY**

Sale Summary:						
Description	Refer to	Amount				
ES&S Equipment and Software	Exhibit B	\$7,715.00				
Support Services	Exhibit C	Included				
Shipping and Handling		Included				
Total Net Sale:		\$7,715.00				
Ballot Processing Fees and Election Set Up Fees are not included in Total Net Sale. Please see Note 2 below for Election Set-Up Fees and payment terms and Exhibit B for Ballot Processing Fees and payment terms.						
Terms & Conditions:						
<p>Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer. See Section 3.5. Premium or rush transportation services incurred in connection with deliverables included in the Total Net Sale are additive and will be billed as incurred.</p>						
<p>Note 2: <u>Invoicing and Payment Terms are as Follows:</u></p> <p>\$7,715.00 due Thirty (30) Calendar Days after the later of (a) Delivery of the Balotar Printing System, or (b) Receipt of Corresponding ES&S Invoice.</p> <p><u>Election Set-Up Fee:</u> This is a per election event.</p> <p>If Remote Access to the Balotar computer is permitted by customer: \$250 per election set-up + \$1 per unique PDF (up to 4 computers). \$40 per computer over 4 computers</p> <p>If Remote Access is not permitted, there will be an On-Site fee charged: \$1,575.00 per person per day Election Set-Up Fees are due within 30 days of receipt of vendor invoice. Invoicing to following the applicable election.</p>						
<p>Note 3: Services in excess of those set forth in <u>Exhibit C</u> shall be charged at the rate of \$1,575 per day, including expenses.</p>						
<p>Note 4: ES&S anticipates delivering the Equipment and Software in accordance with Section 3.1 as follows:</p> <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;"><u>Equipment/Software</u></td> <td style="text-align: center;"><u>Estimated Delivery Date</u></td> </tr> <tr> <td style="text-align: center;">Balotar Printing System</td> <td style="text-align: center;">To Be Agreed To By The Parties</td> </tr> </table>			<u>Equipment/Software</u>	<u>Estimated Delivery Date</u>	Balotar Printing System	To Be Agreed To By The Parties
<u>Equipment/Software</u>	<u>Estimated Delivery Date</u>					
Balotar Printing System	To Be Agreed To By The Parties					
Warranty – Initial Term:						
ES&S Equipment and ES&S Software – Warranty Period:		Equal to Initial Term				
Anticipated Warranty Period: 3/1/2017 through 2/28/2020		in section 3.11				
Ongoing Services:						
Description		Annual Fee				
Routine Hardware Maintenance Services during Warranty Period; Payment is due 30 days after invoice.		N/A				
Post Warranty Software License, Maintenance & Support Services						
- Multiple Request Software		The Then Current Fee In Effect				
<p>Services commence at the end of the Initial Term. Fees reflect a one-year term. Payment is due at the start of the maintenance period.</p>						

**EXHIBIT B
EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS DESCRIPTION,
PRICING AND FEES**

QUANTITY	DESCRIPTION	TOTAL PRICE
Balotar Printing System Includes the Following:		
1	Compact Printer with Firmware	Included
1	Laptop Computer	Included
1	Multiple Request Software (MRS) – 3-Year License	Included
TOTAL PURCHASE PRICE:		\$7,715.00

BALLOT SHEET PROCESSING FEES

DESCRIPTION	PER BALLOT FEE
Ballot processing for each Ballot Sheet Printed for the Initial Term includes the following consumables and services: <ul style="list-style-type: none"> - Black Toner - Black Image Drum - Color Toners - Color Drums - Transfer Belts - Fusers - Black & White Ballots Over Term of Deal - Consumables and Blank Ballot Stock Shipping and Handling - Hardware Break/Fix Maintenance 	\$0.45 Black & White only \$0.55 Color

For purposes of calculating the Ballot Sheet Processing Fees, a ballot sheet is defined as a sheet of paper up to a total length of 19", regardless of whether printed on 1 or 2 sides. Ballot usage will be determined by the Balotar print audit software, which will account for every ballot request, by ballot type, processed through the software for printing. Verification of usage shall be made available to the Customer upon request.

Ballot Sheet Processing Fees are due within 30 days of receipt of vendor invoice. Invoicing to follow the applicable election.

**EXHIBIT C
SUPPORT SERVICES**

The support services to be provided by ES&S during the Initial Term, a description of such services and total fees are described below. Customer acknowledges that ES&S's fees for support services are based on the descriptions listed in the table below, and that a change in the descriptions may require ES&S to change the fees charged to Customer. For purposes of ES&S's provision of Support Services under this Agreement, a "Service Day" shall mean the performance of any agreed upon Support Services on or off of Customer's facilities, as applicable, by one (1) ES&S employee, contractor or agent on any one (1) calendar day or four hour portion thereof. By way of example, "ten Service Days" could be used by Customer through the provision of Support Services by one (1) ES&S employee, contractor or agent on each of ten (10) different calendar days, two (2) ES&S employees, contractors or agents on each of five (5) different calendar days, or ten (10) ES&S employees, contractors or agents on one (1) calendar day.

Role/Function	Area of Work or Description	Primary Responsibility	Fee
Training	<p>Training will be provided on a pre-scheduled basis. Number and length of training sessions will be mutually agreed upon in advanced. Customer agrees to provide a facility to hold training sessions. Levels of training include:</p> <p>1st level (operator) training</p> <ul style="list-style-type: none"> - Provides sufficient skills to operate the system, replace consumables, clear jams. <p>2nd level (lead) training</p> <ul style="list-style-type: none"> - Involves more in depth troubleshooting knowledge including aligning feeder, understanding communication issues with VR systems, and production of reports. <p>Technical training to IT or operations staff</p> <ul style="list-style-type: none"> - Involves a complete understanding of system architecture and operations. <p>Refresher training can be provided in advance of each election on a mutually agreeable timeframe at the then current rate per day (currently \$1,575.00 per day).</p>	<p style="text-align: center;">ES&S</p>	<p style="text-align: center;">Included</p>

Role/Function	Area of Work or Description	Primary Responsibility	Fee
Consumables & Materials Management	<p>Supply of all consumables</p> <ul style="list-style-type: none"> • Printer toner • Printer drums • Printer fuser • Printer transfer belts • Printer waste toners • Premier ballot stock <p>Materials management</p> <ul style="list-style-type: none"> • Ordering of supplies necessary to support anticipated volume • Shipping of all consumables to Customer designated location <p>Customer is responsible for providing adequate space and environmental conditions for stocking of supplies.</p>	ES&S	Included
Pre- Election support	<ul style="list-style-type: none"> • Creation of ballot repositories and necessary configuration files for each election • Pre-election set up and testing support for each Balotar system before each election • Creation of test ballots for each election for quality verification <p>Customer is responsible for providing adequate space and proper environmental conditions for the storage, set up and testing of the equipment, and agrees to allow ES&S employees access to the equipment, when requested, during normal working hours.</p>	ES&S	Included
Hardware and Software Maintenance	<p>Software Maintenance</p> <ul style="list-style-type: none"> • Technical software support hotline • Installation of any new Updates • Testing and validation of all Updates <p>Hardware Maintenance</p> <ul style="list-style-type: none"> • Technical support and repair of all hardware components • Break/Fix maintenance on the Balotar system • All labor 	ES&S	Included
	Total Support Service Fees		Included

Role/Function	Area of Work or Description	Primary Responsibility
Installation – Balotar Printing System	ES&S will inspect and install the Balotar Printing System at Customer's designated location to ensure it is installed and operating properly and within specifications.	ES&S
	Total Installation Fees: Included	

MADISON COUNTY, MISSISSIPPI

INVITATION FOR BIDS

Notice is hereby given that the Madison County Board of Supervisors will receive sealed bids for in the Chancery Clerk's Office, Rooms 225-227, located on the Second Floor of the Madison County Chancery Courthouse, 146 West Center St., Canton, Mississippi 39046, until 10:00 A.M., Tuesday, 7 February 2017, for the following:

TURNKEY PRECINCT SCANNER SYSTEM INCLUDING SCANNERS, HANDICAP-BALLOT MARKING DEVICES, BALLOT PRINTER, ACCESSORIES, SOFTWARE, TESTING, WARRANTIES, AND TRAINING

A complete copy of the specifications may be obtained by e-mailing the Madison County Purchase Clerk at hardy@madison-co.com.

Bids must be submitted to the Madison County Chancery Clerk's Office, Rooms 225-227, located on the Second Floor of the Chancery Courthouse, 146 West Center St., Canton, Mississippi 39046, on or before 10 A.M. Tuesday, 7 February 2017, at which time said bids will be opened and read aloud.

All bids must be in a sealed envelope and must have "Bid: Precinct Scanner System" written on the outside of the envelope.

The Board of Supervisors reserves the right to reject any and all Bids. Dated this the 3rd day of January 2017.

/s/ Hardy Crunk, Purchase Clerk

Publish: Jan. 12 & 19, 2017

The Madison County Journal

MADISON COUNTY BOARD OF SUPERVISORS
PRECINCT SCANNER ELECTION SYSTEM

SPECIFICATIONS AND BID SHEET

ALL BIDS DUE 10 A.M. 7 FEBRUARY 2017

MADISON COUNTY CHANCERY CLERK'S OFFICE

MADISON COUNTY CHANCERY COURTHOUSE

SECOND FLOOR, ROOMS 225-227

146 WEST CENTER STREET

CANTON, MS 39046

**BIDS MUST BE SIGNED AND SUBMITTED ON
COUNTY-FURNISHED BID SHEET—NO EXCEPTIONS
UNLESS OTHERWISE NOTED ALL SPECIFICATIONS
ARE STATED AS THE MINIMUM REQUIREMENT**

LIST OF ELECTION EQUIPMENT AND SERVICES INCLUDED IN TURN-KEY SPECIFICATIONS

60 PRECINCT SCANNERS (Each precinct scanner shall include a tote bin, a plastic ballot box with steel door and e-bin, reverse wound paper roll, and minimum one-year warranty.)

45 HANDICAP BALLOT MARKING DEVICES (Each ballot marking device shall include terminal, internal backup battery, ADA keypad, headphones, 4 GB flash drive, power supply with AC cord, case, and minimum one-year hardware warranty.)

ALL OPERATIONAL, COUNTING, AND REPORTING SOFTWARE (Includes all required operational software, web-based hosted results software, county-level election-night reporting software, and minimum one-year maintenance/warranty on all software.)

ALL IMPLEMENTATION SERVICES (Implementation services include equipment operations and software training for election commissioners, circuit clerk and staff, and IT Department employees; and poll worker train-the-trainer training.)

ALL SHIPPING, HANDLING, ACCEPTANCE TRAINING, AND INSTALLATION ON ABOVE-LISTED ITEMS AND SERVICES.

ONE BALLOT PRINTING SYSTEM FOR USE IN CIRCUIT CLERK'S OFFICE FOR PRINTING ABSENTEE BALLOTS ON DEMAND. (System shall include printer with firmware, laptop computer, all needed software including multiple-request software, three-year software license and maintenance on all software, acceptance testing and installation, training, and shipping and handling.)

END OF LIST

GENERAL SPECIFICATIONS

Interface:

System must interface with the Express Poll Tablet Electronic Poll books that the county already owns and plans to continue to use.

System must read ballot style barcodes generated from the Express Poll Tablet for activation that the county already owns and plans to continue to use.

Flexibility of Ballot Design and Layout for the Precinct Scanners:

Shall have ability to adjust all row and column widths

Shall support 11, 14, 17, and 19 inch ballot pages

Ballot layout application must create pdf files that can be utilized with either digital or offset ballot printing

Shall not require preprinted paper ballots for precinct tabulation

Shall not require hand-marked ballots for precinct tabulation

Precinct Scanner Hardware:

Scanner unit shall have a display at least 12 inches diagonal to present information clearly to the users.

Scanner unit must have a touch screen for voter, county staff, and poll worker input.

Scanner unit must allow for easy access (less than one minute) to the imaging sensors for cleaning and diagnostics.

Scanner unit must contain a battery which recharges automatically when power is restored to the system. A system in which the battery requires removing and charging on a separate charging device will not be considered as qualifying under this requirement.

Scanner unit must have a lithium-ion battery backup that lasts for a minimum of two hours of continuous use.

Provide functionality to charge the unit without turning the unit on.

Scanner unit shall provide battery charge level

Scanner unit shall have the capability for expansion through USB hub or ports.

Scanner unit shall have the ability to lock access to the input feed tray while not in use.

Scanner unit shall have the ability to provide an ink stamp on valid cast ballots to prevent rescanning by a poll official.

Scanner unit shall have ability to securely update all product firmware without disassembling the unit or breaking the disassembly seals.

Scanner must accept ballots in all four orientations (face up or face down, head first or feet first).

Ballot box must have a removable bin that allows for collection of ballots without requiring the poll workers to touch the voted ballots.

Scanner Functionality:

Clearly displayed public count during voting sessions

Simple poll opening procedure

Clear messages to tell voters what to do when exception ballots (over voted, blank, etc...) are encountered

Scanner must hold the entire ballot within the unit for privacy while exception messages are displayed

Icon indicator that tells the poll worker when the AC connection (external power) is not available

Audio signal when unit is not operating under AC power

Scanner shall have on-line help and voter feedback shall be presented in a clear concise manner utilizing graphical and color attributes

Scanner Software/Firmware:

Scanner system should be able to provide diagnostics that allow the viewing of the scanned ballot images, marks detection, and digital readings taken by the unit.

Handicap Ballot Marking Device:

The BMD shall ensure all voters possess the same opportunity to independently cast his or her vote.

The BMD must be configured to operate without assistance provided by the poll worker in selecting the accessibility feature(s) for the voter.

BMD must provide both audio and visual ballot information at the same time

BMD must have internal battery backup

Election Management Software:

All confidential data that is saved to removable media (USB stick, flash card or other similar device) must be encrypted using AES and a bit strength of 128 or higher

EMS must have built-in templates which allow the user to copy the ballot layout format from one election to the next election

EMS must allow custom templates to be saved and copied from one election to another

EMS must provide for a results output that can be displayed on the Web

EMS must allow for results to be reviewed on a periodic basis throughout the tabulation process, at all levels.

EMS must be able to import data from SEMS for layout of election coding

EMS must be able to export election results for export into SEMS

Ballots Printing System:

Ballot Printing System must be able to sync/communicate with Express Poll Tablet Poll book for Absentee Ballot printing, which the county already owns and plans to continue to use.

Vendor:

Due to the nature of election-day emergencies, Vendor must have a service and support center located within 90 miles of Canton, Mississippi.

Vendor must have access to the software/firmware source code and trained software engineers familiar with the software to make on-going changes/updates to the system.

BID SHEET FOLLOWS ON NEXT PAGE

BID SHEET

PRECINCT SCANNER ELECTION SYSTEM

Bid Due Date: 10 A.M. 7 February 2017

Madison County Chancery Clerk's Office

Madison County Chancery Courthouse

Rooms 225-227, Second Floor

146 West Center Street, Canton, Mississippi 39046

**TOTAL PRICE FOR ALL EQUIPMENT AND SERVICES IN THE LIST OF
ELECTION EQUIPMENT AND SERVICES INCLUDED IN TURN-KEY
SPECIFICATIONS ON PAGE 2:**

\$ _____

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

BIDDER'S ADDRESS: _____

BIDDER'S TELEPHONE NUMBER: _____

BIDDER'S EMAIL ADDRESS: _____

ALL BIDS MUST BE SIGNED BY AUTHORIZED COMPANY REPRESENTATIVE