

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

This Agreement is effective as of the date it is executed by the last of the parties named below.

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

AND: LANCASTER COUNTY, NEBRASKA ("Customer").

RECITALS:

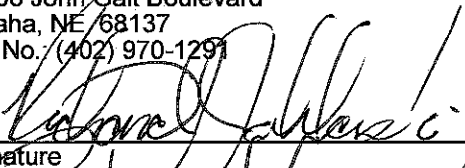
- A. Customer has previously purchased certain ballot printing equipment from ES&S and now desires to continue to license and purchase related software and services from ES&S for use in **Lancaster County, Nebraska** (the "Jurisdiction"). The terms and conditions under which such software and services 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 Software License and Processing 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 Nebraska**, 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

LANCASTER COUNTY, NEBRASKA
555 South 10 Street
Lincoln, NE 68508
Fax No.: (402) 441-6379



Signature

Signature

RICHARD J. BLOUK,

Name (Printed or Typed)

Name (Printed or Typed)

VP of Finance

Title

Title

2/28/2017

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
LICENSE OF ES&S SOFTWARE AND PAYMENT OF FEES**

2.1 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.

2.2 **Term of Licenses.** The licenses granted in Section 2.1 shall be in effect for the Term of the Agreement (as defined in Section 3.1 below) provided the Customer timely pays the annual software license and software maintenance and support fee as determined by ES&S. ES&S may terminate the license if Customer fails to pay the consideration due for, or breaches Sections 2.1, 2.4, or 3.6 with respect to, such license. Upon the termination of either of the licenses granted in Section 2.1 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.

2.3 **Updates.** During the 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.

2.4 **Fees**

a. **License Fees.** The fees for the License of ES&S Software during Initial 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 2.4(a.) and (b.) above and in partial consideration for the use of the 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 B.

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. The fees for any Renewal Period shall be the then current fees in effect, but any such fee shall not be more than five percent (5.00%) of the fee in effect for the expiring term.

ARTICLE 3 MISCELLANEOUS

3.1 **Term; Termination.** This Agreement shall be effective for a **three (3) year period** beginning on **March 1, 2017** (the "Initial Term"). Upon expiration of the Initial Term, Customer shall have the option to renew the Agreement for up to three (3) subsequent one (1) year periods (each such one-year period a "Renewal Period") upon written notice from Customer to ES&S at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable. 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) Customer's failure to renew as provided herein, (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.. 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

3.2 **ES&S Equipment and ES&S Software.** Customer acknowledges and agrees that the ES&S Equipment and ES&S Software previously provided by ES&S shall only be used by the Customer to perform the services contemplated under this Agreement and not for any other purpose. Customer will continue to 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 an ongoing 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 ongoing 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.**

a. **By Customer.** 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:

i. 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;

ii. 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

iii. 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.

b. **By ES&S.** ES&S agrees to indemnify and hold harmless to the fullest extent allowed by law, Customer and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorney's fees) arising out of or resulting from the acts or omissions of their principals, officers, employees or subcontractors in the performance of this Agreement. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, employees or subcontractors. Neither party shall be liable for the other party's negligent or willful misconduct.

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 **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 3.11 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.

3.12 **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.

3.13 **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.

3.14 **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.

3.15 **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 3.1, 3.5-3.15 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 Software Licensing for the Initial Term	Exhibit B	\$11,520.00
Ballot Processing Fees	Exhibit B	\$.35 each
Support Services	Exhibit C	Included
Shipping and Handling		N/A
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:		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.		
Note 2: Invoicing and Payment Terms are as Follows:		
<p>ES&S Software Licensing Fees for the Initial Term are due and payable within thirty (30) days of receipt of vendor invoice, such invoice to be issued upon commencement of the Initial Term or Renewal Period.</p> <p>\$3,840.00 due upon Contract Execution for the coverage period 3/1/2017 through 2/28/2018. \$3,840.00 due on or before 2/1/2018 for the coverage period 3/1/2018 through 2/28/2019. \$3,840.00 due on or before 2/1/2019 for the coverage period 3/1/2019 through 2/28/2020.</p> <p>Ballot Sheet Processing Fees are due within 30 days of receipt of vendor invoice. Invoicing to follow the applicable election.</p> <p>Election Set-Up Fees: This is a per election event fee.</p> <p>If Remote Access to the Balotar computer is permitted by customer:</p> <ul style="list-style-type: none"> - \$350.00 for L&A test deck creation + standard cost of ballots, plus - \$350.00 per election set-up + \$1.00 per unique PDF (up to 4 computers) plus - \$40.00 per computer over 4 computers <p>Rework of set up due to customer changes after initial set up is complete:</p> <ul style="list-style-type: none"> - \$175.00 per change event - \$40.00 per computer over 4 units <p>If Remote Access to the Balotar computer is not permitted, there will be an On-Site fee charged of \$1,650.00 per person per day.</p> <p>Election Set-Up Fees are due within 30 days of receipt of vendor invoice. Invoicing to following the applicable election.</p>		

**EXHIBIT B
SOFTWARE LICENSE, BALLOT PROCESSING DESCRIPTION,
PRICING AND FEES**

QUANTITY	DESCRIPTION	FEE
1	Balotar Software w/ Single Request and Multiple Request Capability	\$11,520.00
TOTAL LICENSE FEE FOR THE INITIAL TERM:		\$11,520.00

BALLOT SHEET PROCESSING FEES

DESCRIPTION	PER BALLOT FEE
Ballot processing for each Ballot Sheet Printed for the 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 for the following ES&S Equipment: 2 - OKI Data 9650 Printer 	\$0.35 Black & White only

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.

**EXHIBIT C
SUPPORT SERVICES**

The support services to be provided by ES&S during the 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>Refresher training may be provided in advance of each election on a mutually agreeable timeframe at ES&S' then current rates: Such refresher training may be provided in the following areas:</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. 	ES&S	ES&S Then Current Rates
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

Role/Function	Area of Work or Description	Primary Responsibility	Fee
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