

AMENDED AND RESTATED MASTER AGREEMENT BETWEEN BROWARD COUNTY AND ELECTION SYSTEMS & SOFTWARE, LLC FOR VOTING EQUIPMENT AND SOFTWARE

This Agreement ("Agreement") modifies, supplements, and restates the Master Purchase Agreement entered into on December 7, 2001, as amended from time to time ("Original Agreement") between Broward County, a political subdivision of the State of Florida, on behalf of the Broward County Supervisor of Elections ("County"), and Election Systems & Software, LLC, a limited liability company organized under the laws of the State of Delaware and authorized to do business in the State of Florida ("Contractor" or "ES&S"), on the other hand (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. On December 7, 2001, County entered into the Original Agreement with Contractor to purchase a voter tabulation system and services for the Broward County Supervisor of Elections ("BCSOE" or "Customer") to conduct elections in Broward County as required pursuant to Sections 101.293, 101.34, and 101.5604 of the Florida Statutes.

B. Certain legacy components of the voting tabulation system are approaching the end of their expected life cycle, and County desires to purchase from Contractor upgraded components certified for use in the State of Florida including polling location and central counting high-speed ballot scanning and tabulation devices and related equipment, hardware, software, and services.

C. Contractor offers to provide equipment, hardware, software, services, and other system components (collectively, "Voting System"), certified for use in the State of Florida, to County to upgrade BCSOE's existing system for the conduct of elections in Broward County.

D. This Agreement further amends and restates the Original Agreement and sets forth the result of the Parties' negotiations for the provision and support of the required upgrades to the Voting System and related equipment, hardware, software, and services.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. All capitalized terms not expressly defined in this Agreement shall retain the meaning ascribed to such terms in the Original Agreement, and if not so defined, then the term shall have its plain language meaning appropriate to the context in which it is used.

1.2. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.3. **Board** means the Board of County Commissioners of Broward County, Florida.

1.4. **Business hours** or **business day** means 7 a.m. to 7 p.m. Eastern Time during weekdays that are not County holidays or on which County has not otherwise declared its offices closed.

1.5. **Code** means the Broward County Code of Ordinances and/or the Broward County Administrative Code.

1.6. **Contract Administrator** means the BCSOE or such other person designated by the BCSOE in writing.

1.7. **Documentation** means all manuals, user documentation, specifications, and other related materials pertaining to the Software that Contractor customarily furnishes to licensees of the Software or purchasers of the services covered by this Agreement.

1.8. **Equipment** or **Hardware** means the hardware and other property listed in Exhibit A being provided to County or supported by Contractor for the benefit of BCSOE pursuant to this Agreement.

1.9. **License Fee, Subscription Fee, or Support and Maintenance Fee** means the fee associated with use or support of the applicable Products, as outlined in Exhibit B.

1.10. **Notice to Proceed** means a written authorization issued by the Contract Administrator to proceed with a project, phase, or task.

1.11. **Products** means all Software, Equipment, Hardware, and Services provided or required to be provided by Contractor, as further specified in Exhibit A.

1.12. **Purchasing Director** means County's Director of Purchasing.

1.13. **Services** means all activities required by Contractor under this Agreement, including any required installation, integration, programming, configuration, customization, operation, and enhancements of the Products, together with necessary and appropriate consulting, training, Support and Maintenance, project management, other services to meet County's and BCSOE's ongoing needs in connection with the Products, and any other services as further specified in Exhibit A, as well as any Optional Services procured under this Agreement.

1.14. **Software** means all proprietary or third-party software listed in Exhibit A or other intellectual property rights licensed to County, BCSOE, or authorized third-party users pursuant to this Agreement, including the computer programs (in machine readable object code form) and any subsequent updates, upgrades, releases, or enhancements thereto developed during the term of this Agreement. "Software" includes any software or firmware in the Equipment or Hardware provided or supported under this Agreement ("Firmware").

1.15. **Subcontractor** means any entity or individual, including any subconsultants, that provides Services under this Agreement through Contractor, regardless of tier.

1.16. **Support and Maintenance** means the support and maintenance required to achieve and maintain optimal performance of Products or the System, including as further described in Exhibit D.

1.17. **System** means the complete voting system provided by Contractor pursuant to this Agreement as part of its Services hereunder, including all Products listed in Exhibit A and any other Products that Contractor will make available as part of its Services under this Agreement.

ARTICLE 2. EXHIBITS

Exhibit A	Statement of Work
Exhibit B	Payment Schedule
Exhibit C	Security Requirements
Exhibit D	Support and Maintenance Minimum Standards
Exhibit E	Minimum Insurance Coverages
Exhibit F	Work Authorization Form

ARTICLE 3. SCOPE OF SERVICES & TERMS OF USE

3.1. Scope of Services. Contractor shall perform all Services, including without limitation the work specified in Exhibit A (the "Statement of Work"). The Statement of Work is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

3.2. Hardware Purchase and Software License Terms. Contractor agrees to license the Software and provide the Hardware, and the County agrees to purchase and license same, respectively, the Hardware and Software described on Schedule A1. The cost to County for the Hardware and Software are set forth on Exhibit B. All license costs for the Firmware during the Initial License Term are included in the cost of the applicable Hardware.

3.2.1. Hardware Purchase. Contractor agrees to sell, and County agrees to purchase, the Hardware. Title to the Hardware shall pass to County upon delivery, subject to full payment in accordance with the Payment Schedule stated in Exhibit B for the applicable Hardware.

3.2.2. Grant of Licenses. Contractor hereby grants to County nonexclusive, nontransferable licenses for all BCSOE governmental purposes to use the Software and the Documentation, for use within Broward County, for an unlimited number of users, including to any embedded third-party software within the Software, subject to full payment of the applicable license fees as set forth in Exhibit B. The licenses allow BCSOE employees to use and copy the Software (in object code only) and the Documentation solely for the purposes of preparing for and conducting elections (including all required tabulating, reporting, auditing, and other legally required election activity).

3.3. Prohibited Uses. County or BCSOE shall not take any of the following actions with respect to the 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 Software;

b. Cause or permit any use, loan, transfer of possession, sublicensing, or other dissemination of the Software or Documentation, in whole or in part, to or by any third party without Contractor's prior written consent except to the extent necessary to conduct elections as permitted under Section 3.2;

c. Cause or permit any change to be made to the Software without Contractor's prior written consent;

d. Cause or permit any review, testing, examination, or audit of the Software without Contractor's prior written consent except to the extent required by Applicable Law with prior notice to Contractor and opportunity to object or seek an appropriate protective order; or

e. Allow a third party to cause or permit any copying, reproduction, or printing of ballot shells or ballot code stock generated by the Software, except finished ballots by ballot printers or as otherwise required by Applicable Law, without Contractor's prior written consent.

3.4. Term of Licenses. All Software licensed pursuant to this Agreement is itemized in Schedule A1. The licenses granted herein shall commence upon the Effective Date of this Agreement and continue for the duration of this Agreement. Contractor may terminate any of the licenses granted hereunder if County or BCSOE fails to pay the consideration due for such licenses or breaches Section 3.3 with respect to the applicable licenses.

3.5. Updates. During the Term of this Agreement, provided County has paid the applicable license fees, Contractor shall provide new releases, upgrades, or maintenance patches to the Contractor Software, together with appropriate Documentation (collectively, "Updates"), on a schedule solely defined by Contractor. County or BCSOE is solely responsible for obtaining and purchasing any upgrades or third-party items required to operate the Updates, as well as the cost of any replacements, retrofits or modifications to the Contractor Hardware which may be necessary in order to operate the Updates. All Updates shall be deemed to be Software for purposes of this Agreement. All such Updates shall remain the sole property of Contractor and shall be deemed to be included within the scope of the licenses and rights to use for Products granted under this Agreement. Installation or implementation of Updates in BCSOE's environment shall be subject to any certifications required by Applicable Law, and require prior written authorization by the Contract Administrator. Updates to the Firmware will be incorporated by Contractor into a regularly scheduled preventative maintenance event at no additional charge to County or BCSOE. If County or BCSOE requests installation of an Update at a time other than a regularly scheduled preventative maintenance event, additional charges may apply and the Parties shall execute an appropriate Work Authorization. If County or BCSOE fails

to timely install an Update, County or BCSOE shall be responsible for any additional Support and Maintenance on the Software that is required as a result of County or BCSOE's failure to timely install an Update. If County or BCSOE requires that Contractor install any Update, County and BCSOE may be subject to additional fees in which event the Parties shall execute an appropriate Work Authorization. County or BCSOE shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused solely by County or BCSOE's failure to install the most recent Update provided to it by Contractor. Contractor represents and shall ensure that all Updates will comply with all applicable state law requirements at the time of delivery. County or BCSOE shall install and use only certified versions of Software in accordance with applicable law.

3.6. Delivery; Risk of Loss. Contractor shall perform all Services and provide the Products in accordance with the project schedule stated in Exhibit A, which may only be revised by written approval of both Parties, with BCSOE acting on behalf of County and BCSOE. Contractor will notify County or BCSOE of the need for any revisions as soon as Contractor becomes aware of same. Risk of loss for the Hardware and Software shall pass to County or BCSOE when such items are delivered to County's or BCSOE's designated location.

3.7. Warranty.

a. Hardware/Software Warranty. Contractor warrants, for all Contractor Hardware and Software provided after the Effective Date of this Agreement, that during the period commencing upon Final Acceptance of Hardware and Software through December 31, 2027 (the "Warranty Period"), Contractor will repair or replace any component of the Hardware or Software that, 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 shall not include the repair or replacement of any Hardware components that are consumed in the normal course of operating the Hardware, including, but not limited to, headphones and headphone protective covers, protective coatings, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). Contractor may modify and make available additional Consumables as they may become available from time to time. The warranty stated herein shall not include the repair or replacement of any Hardware due to cosmetic damages, including, but not limited to, screen cracks, scratches, dents and broken plastic or any defects resulting from normal wear and tear. For clarity, Third-Party Items (as defined below) are not subject to the foregoing warranty. Contractor has no obligation under this Agreement to assume the obligations under any existing or expired warranty for non-Contractor hardware or equipment identified on Exhibit A as Third-Party Items (collectively, "Third-Party Item"); Contractor shall take all necessary action to pass through any warranty on Third-Party Items to BCSOE and facilitate BCSOE's access to those warranty services. Any repaired or replaced item of Hardware or Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the Hardware or Software will become the property of Contractor. County or BCSOE shall promptly notify Contractor after the discovery of the failure of performance or defect. This warranty shall not

apply to Hardware or Software that has been repaired or modified by a person or entity other than Contractor or an authorized representative of Contractor or with the written consent of Contractor, or to Hardware or Software damaged as a result of accident, theft, vandalism, neglect, abuse, liquid contact, use of adhesive materials on ballots, use which is not in accordance with the Documentation or causes beyond the reasonable control of Contractor or County or BCSOE, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions. This warranty is void for any units of Equipment that: (i) have not been stored or operated in a temperature range according to their specifications; (ii) have been severely handled so as to cause mechanical damage to the units; or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of electronic products. Upon expiration of the Warranty Period, Contractor shall provide Maintenance and Software Services for the Hardware and Software in accordance with this Agreement, including Exhibit D, for so long as County or BCSOE pay the applicable fees as set forth in Exhibit B.

b. Exclusive Remedies/Disclaimer. IN THE EVENT OF A BREACH OF SUBSECTION 3.7(a), CONTRACTOR'S OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE COUNTY'S AND BCSOE'S SOLE AND EXCLUSIVE REMEDIES. CONTRACTOR 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 THE COUNTY OR BCSOE DECLINES CONTRACTOR'S PERFORMANCE UNDER SECTION 3.7(a), CONTRACTOR SHALL BE RELIEVED OF THE DECLINED OBLIGATION.

FURTHER, IN THE EVENT COUNTY OR BCSOE MODIFIES THE CONFIGURATION OF THE SYSTEM AS CERTIFIED BY THE STATE OF FLORIDA, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM SO MODIFIED SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

3.8. License Rights.

3.8.1. Authorized Users and Additional Licenses. Unless otherwise stated in Exhibit A, BCSOE and any of its employees, agents, contractors, suppliers, and other third parties authorized by BCSOE may concurrently operate and use the Products. Additional licenses or users may be procured under this Agreement pursuant to a Work Authorization (in substantially the same form as Exhibit F) subject to the maximum fees specified in Exhibit B by the Contract Administrator or the Purchasing Director within their respective authorities, or as otherwise approved by the Board.

3.8.2. Permitted Environments. County and BCSOE may install, use, and operate the Software as set forth in Exhibit A. For any Software, County and BCSOE may, at no additional cost: (a) install, use, and operate the Software on separate servers and in any and all test, failover,

disaster recovery, and backup environments or configurations; (b) if required by reason of an emergency, disaster, or operational need, or for testing of recovery resources, temporarily use the Software on recovery resources, including recovery resources that may not be owned by County or BCSOE, upon prior written consent by Contractor; and (c) copy the Software for backup and archiving purposes for the purposes of support or maintenance by County and BCSOE or others hired by BCSOE to provide such support or maintenance in the event Contractor is unable to provide support and maintenance as set forth under this Agreement.

3.8.3. Post-Termination Obligations. Upon expiration or termination of this Agreement or any licenses or rights to use granted in this Agreement, County and BCSOE shall discontinue the use of the applicable Software and return or certify to Contractor the destruction of the Software and Documentation (including any copies of the Software or the Documentation).

3.9. Support and Maintenance. For so long as requested by County or BCSOE, and for all Products, except Third Party Items, Contractor shall provide County and BCSOE with Support and Maintenance for the Products and the System as set forth in Exhibit D. Support and Maintenance shall be invoiced and paid in accordance with the Payment Schedule set forth in Exhibit B. County may elect to discontinue or recommence Support and Maintenance for some or all Products upon thirty (30) days prior written notice, and County shall only be obligated to pay for the time periods actually covered by Support and Maintenance at the rates stated in Exhibit B.

3.10. Required Certifications. Contractor shall ensure that the Products and System, individually and as a whole, including all Updates thereto, comply throughout the Term of this Agreement with Applicable Law and are certified by the State of Florida as required under Sections 101.294(4) and 101.5605, Florida Statutes, for use in election systems in the State of Florida.

3.10.1. If additional Products, Updates, or modifications to any component of the System, not required by Applicable Law at the time of Final Acceptance, are subsequently required for the Products or System to comply with Applicable Law and/or to maintain the certification by the State of Florida, including state-mandated reviews of the certified System (collectively, "State-Required Changes"), Contractor may charge the County, as applicable, only the following actual costs of such State-Required Changes to the extent actually incurred by Contractor:

3.10.1.1. Contractor's actual cost of third-party items that are required in order to implement the State-Required Changes;

3.10.1.2. Contractor's actual cost of replacements, retrofits, or modifications to the Products or System required by the State-Required Changes; and

3.10.1.3. County's pro-rata share (as defined below) of Contractor's actual review, design, and development costs for the State-Required Changes.

3.10.2. County's pro-rata share of the design and development costs included under Section 3.10.1.3 shall be determined by dividing the number of registered voters in Broward County by the total number of registered voters in all counties in the State of Florida to or on

behalf of which Contractor has sold and/or licensed the applicable Products or System, provided that all other such counties have substantially similar provisions for calculating a county's pro-rata share of the costs incurred. If any other county has a different provision for the calculation of a county's pro-rata share of the costs incurred, County shall be charged a pro-rata share using the calculation that yields the lowest cost to County.

3.10.3. Sections 3.10.1 and 3.10.2 apply only to State-Required Changes. Any other changes or modifications requested by County or BCSOE shall be subject to a mutually agreed and fully executed Work Authorization or amendment.

3.11. Compatibility. Throughout the Term, Contractor shall ensure the continued compatibility of the Products with all major releases, updates, or upgrades of any third-party software or hardware required to be utilized by BCSOE for access or operation of the System. If Contractor is not able to support any third-party software update, upgrade, or new release to such required third-party software or hardware and is not compatible with the Products, Contractor shall use all reasonable efforts to resolve such issues and to provide optimal functionality of the Software consistent with this Agreement. If Contractor is unable to provide continued optimal functionality of the Products consistent with this Agreement due to any third-party software release, update, or upgrade for an operating system required to be utilized by BCSOE to operate the System, County and BCSOE shall be entitled to a refund of any Support and Maintenance Fee paid for the affected time period and affected Products and may, at County's sole election, terminate the Agreement upon written notice with no further obligation to Contractor.

3.12. Documentation. Contractor shall deliver copies of the Documentation to BCSOE concurrently with delivery of the Products, and thereafter shall promptly provide any updated Documentation as it becomes available during the Term of this Agreement. Contractor represents and warrants that the Documentation is sufficiently comprehensive and of sufficient quality to enable a competent user to operate the Products efficiently and in accordance with Exhibit A. County and BCSOE have the right to copy, reproduce, modify, and create derivative works utilizing the Documentation as County and BCSOE deem necessary provided such activities are solely for the purpose of use of the Products as permitted under this Agreement. County and BCSOE agree to maintain all copyright notices on all Documentation.

3.13. Optional Services. If any Services, or the quantity thereof, are identified as optional ("Optional Services"), County may select the type, amount, and timing of Optional Services pursuant to a work authorization ("Work Authorization") in substantially the form attached as Exhibit F, executed by Contractor and County pursuant to this section. Any Optional Services procured, when combined with the other required Services, shall not result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in this Agreement, Work Authorizations shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total aggregate cost to County is less than \$50,000; (b) the Purchasing Director may execute Work Authorizations for which the total aggregate cost to County is within the Purchasing Director's delegated authority; and (c) any Work Authorization above the Purchasing Director's

delegated authority requires express approval by the Board. Contractor shall not commence work on any Work Authorization until receipt of a purchase order and a Notice to Proceed issued by the Contract Administrator.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. Provided this Agreement is ratified by the Board no later than September 8, 2026, this Agreement begins on the date this Agreement is fully executed by the Parties ("Effective Date"), with the County Administrator executing this Agreement on behalf of County pursuant to limited recess delegated authority subject to ratification and approval of the necessary budgetary transfer by the Board, and continues through five (5) years after the Effective Date ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term, Renewal Term(s), and any Extension, as those terms are defined in this article, are collectively referred to as the "Term." If for any reason this Agreement is not ratified by the Board including approval for the required budgetary action on or before September 8, 2026, this Agreement shall be null and void ab initio, and the Parties shall cooperate to return each Party to the condition that existed prior to the execution of this Agreement.

4.2. Renewals. County may renew this Agreement for up to two (2) additional five (5) year terms (each a "Renewal Term") on the same terms and conditions stated in this Agreement by sending written notice to Contractor at least thirty (30) days prior to the expiration of the then-current term. The Contract Administrator is authorized to exercise any Renewal Term(s), and notice of same to Contractor by electronic mail alone shall be effective and sufficient.

4.3. Extension. If the Contract Administrator determines, in their sole discretion, that unusual or exceptional circumstances render the exercise of a Renewal Term not practicable, or that no Renewal Term remains available and expiration of this Agreement would result in a gap in necessary Services, then the Contract Administrator may extend this Agreement for one or more periods not to exceed three (3) months in the aggregate ("Extension") on the same rates, terms, and conditions as existed at the end of the then-current term. The Contract Administrator may exercise the Extension by written notice to Contractor at least thirty (30) days prior to the end of the then-current term stating the duration of the Extension.

4.4. Funding. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes. If amounts to be paid by County under this Agreement are budgeted to be funded with transportation surtax proceeds pursuant to Section 212.055(1), Florida Statutes, and such proceeds are not appropriated or available for any reason, County shall have no obligation to use ad valorem funds or any other funding source to make any payment(s) required under this Agreement and County may terminate this Agreement for convenience pursuant to Article 11.

4.5. Timetable. If Contractor fails to achieve Final Acceptance within ninety (90) days after the Effective Date, County shall have the option to terminate the Agreement by written notice from its Contract Administrator, in which event all sums paid by County under this Agreement, if any,

shall be reimbursed to County by Contractor within fifteen (15) days. For purposes of this section, any delays caused by County or BCSOE prior to Final Acceptance shall extend the Final Acceptance deadline by the same number of days as the delay caused by County or BCSOE.

4.6. Time of the Essence. Time is of the essence for Contractor's performance of the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. COMPENSATION

5.1. Maximum Amounts. Except as otherwise provided in Exhibit B, for all Products and Services provided under this Agreement, County will pay Contractor up to the maximum amounts as follows.

Services/Products	Term	Not-To-Exceed Amount
Initial Implementation (Products and Services through Final Acceptance)	Initial Term (5 years)	\$13,023,207.00
Other License, Support and Maintenance Fees (Software, Firmware, and Hardware)	Initial Term (5 years)	\$4,000,000.00
License, Support and Maintenance Fees (Software, Firmware, and Hardware)	First Renewal Term (5 years)	\$5,600,000.00
License, Support and Maintenance Fees (Software, Firmware, and Hardware)	Second Renewal Term (5 years)	\$7,150,000.00
Optional Services	Duration of Agreement	\$40,000
TOTAL NOT TO EXCEED		\$29,813,207.00

Payment shall be made only for Services actually performed and completed pursuant to this Agreement as set forth in Exhibit B, which amount shall be accepted by Contractor as full compensation for all such Services. Contractor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Contractor for Products and Services. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor's obligation to perform all Services.

5.2. Method of Billing and Payment.

5.2.1. Unless otherwise stated in Exhibit B, Contractor must submit invoices no more often than once monthly, but only after the Services invoiced have been completed. Invoices are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after the expiration or earlier termination of this Agreement. Contractor's delayed submission of any invoice by more than sixty (60) days, absent good cause approved in writing by the Contract Administrator, may, at the Contract Administrator's sole discretion, result in a waiver of any right to payment for the invoiced Products and Services. Unless otherwise stated in Exhibit B or the applicable Work

Authorization, any Optional Services shall be invoiced in accordance with the existing invoicing schedule for any like goods or services provided under this Agreement, including (if applicable) invoiced pro rata for the initial invoice period. Invoices shall describe the Services performed and, as applicable, the personnel, hours, tasks, or other details as requested by the Contract Administrator. Contractor shall submit a Certification of Payments to Subcontractors and Suppliers (Form 00924, available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>) with each invoice that includes Services performed by a Subcontractor. The certification shall be accompanied by a copy of the notification sent to each unpaid Subcontractor listed on the form, explaining the good cause why payment has not been made to that Subcontractor.

5.2.2. Invoices shall be in the amounts set forth in Exhibit B for the applicable Services, minus any agreed upon retainage as stated in Exhibit B. Retainage amounts shall only be invoiced upon completion of all Services, unless otherwise stated in Exhibit B.

5.2.3. County shall pay Contractor within thirty (30) days after receipt of Contractor's proper invoice in accordance with the "Broward County Prompt Payment Policy," Section 1-51.6 of the Code. To be deemed proper, all invoices must: (a) comply with all applicable requirements set forth in this Agreement; (b) be submitted pursuant to instructions prescribed by the Contract Administrator; and (c) be submitted to both the County's Accounting Division (via email at AccountsPayable@Broward.org) and to the Contract Administrator. Payments shall be sent to Contractor's address in accordance with Article 13, unless otherwise requested by Contractor in writing and approved by the Contract Administrator in writing. Payments may be withheld for failure of Contractor to comply with a material term, condition, or requirement of this Agreement. County may set off any amounts Contractor owes to County under this Agreement against any amounts County owes to Contractor under this Agreement.

5.2.4. Contractor must pay Subcontractors and suppliers within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. If Contractor withholds an amount as retainage from Subcontractors or suppliers, Contractor shall release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this section shall be a material breach of this Agreement, unless Contractor demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Contractor promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Contractor shall include requirements substantially similar to those set forth in this section in its contracts with Subcontractors and suppliers.

5.3. Reimbursable Expenses. Contractor shall not be reimbursed for any expenses it incurs unless expressly provided for in this Agreement. Reimbursement of any travel costs or travel-related expenses permitted under this Agreement shall be limited to those permitted under Section 112.061, Florida Statutes, except to the extent that Exhibit B expressly provides otherwise. County shall not be liable for any expenses that exceed those allowed by Section 112.061 or that were not approved in writing in advance by the Contract Administrator.

5.4. Withholding by County; Overcharges. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Contractor's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County. In the event of an overcharge by Contractor in any amount, Contractor shall promptly refund to County such overcharged amount.

5.5. Fixed Pricing; Most Favored Nation. Unless otherwise stated in Exhibit B, prices shall remain firm and fixed throughout the Term, including any extension terms. However, Contractor may offer incentive or volume discounts to County at any time. If at any time during the Term (including any Renewal Term or Extension period) Contractor enters into an agreement with any other governmental entity (including without limitation a county or a supervisor of elections office) for substantially the same equipment, software, and services, as reasonably determined by Contractor in consultation with BCSOE, and provides such other governmental entity with more favorable prices, then Contractor shall immediately notify County and BCSOE of such agreement and this Agreement will be deemed automatically amended to provide such more favorable pricing to County and BCSOE and all amounts due under this Agreement shall reflect such more favorable prices. For clarity, this section applies only to amounts invoiced to County for time periods on or after the effective date of the agreement with the other governmental entity.

ARTICLE 6. DELIVERY, TESTING AND ACCEPTANCE

6.1. Delivery. Unless otherwise stated in Exhibit A, Contractor shall, within thirty (30) days after the Effective Date or such other time as may be mutually agreed upon by the Parties, make the Software available to BCSOE. All license keys, usernames, and passwords shall be authenticated by Contractor and perform according to Exhibit A (Statement of Work).

6.2. Final Acceptance Testing. Section 22.148 of the Broward County Administrative Code requires that all applicable software purchases be inspected and tested by County, including verification by its Enterprise Technology Services Division ("ETS"), prior to final written acceptance of the software and software-related services. Within thirty (30) days after completion of all Services stated in Exhibit A relating to the installation, implementation, and integration of the Products and System provided under this Agreement, the Contract Administrator shall conduct testing to determine whether the System: (i) properly functions with any applicable operating software; (ii) provides the capabilities stated in this Agreement and the Documentation; and (iii) if applicable, meets the acceptance criteria stated in the Statement of Work (the criteria referenced in (i), (ii), and (iii) are collectively referred to as the "Final Acceptance Criteria"). In the event of a conflict between the Documentation and the acceptance criteria stated in the Statement of Work, the Statement of Work shall prevail. Final payment shall not be made to Contractor prior to the written confirmation by the Contract Administrator or

their written designee that the Products and System have successfully passed the Final Acceptance Criteria, and such written confirmation shall constitute "Final Acceptance."

6.2.1. The testing period shall commence on the first business day after Contractor informs the Contract Administrator in writing that it has completed the Services required to be performed prior to testing and that the System is ready for testing, and shall continue for a period of up to thirty (30) days. During the testing period, the Contract Administrator may notify Contractor in writing of any error or defect in the System so that Contractor may make any needed modifications or repairs. If Contractor so elects in writing, testing will cease until Contractor resubmits for Final Acceptance testing, at which time the testing period shall be reset to that of a first submission for testing.

6.2.2. The Contract Administrator shall notify Contractor in writing of the Final Acceptance or rejection of the System, or any part thereof, within fifteen (15) days after the end of the testing period, as same may be extended or reset. If the Contract Administrator rejects the System, or any part thereof, the Contract Administrator shall provide notice identifying the criteria for Final Acceptance that the System failed to meet. Following such notice, Contractor shall have thirty (30) days to (a) modify, repair, or replace the System or any portion thereof, or (b) otherwise respond to the Contract Administrator's notice. If Contractor modifies, repairs, or replaces the System or portion thereof, the testing period shall re-commence consistent with the procedures set forth above in this Section 6.2.

6.2.3. If Contractor fails to remedy the reason(s) for the Contract Administrator's rejection of the System, or any part thereof, within ninety (90) days after the initial notice of rejection, County may elect, in writing, to either accept the System or any of the Products as it then exists or to reject the System or any of the Products and terminate the Agreement or applicable Work Authorization, as applicable. If County elects to reject the System and terminate the Agreement or applicable Work Authorization, all sums paid by County under the Agreement or applicable Work Authorization shall be reimbursed to County by Contractor within fifteen (15) days after such election is made. If County elects to accept the System as it then exists (partial acceptance), Contractor shall continue to use commercially reasonable efforts to remedy the items identified in the applicable notice of rejection. If, despite such continuing commercially reasonable efforts, Contractor fails to remedy the issue(s) identified by County or the Contract Administrator within a reasonable time as determined by County or the Contract Administrator, then County shall be entitled to deduct from future sums due under the Agreement the value of the rejected portion of the System as mutually determined by the Parties. If the Parties cannot agree upon such value, County shall have the right to reject the System and terminate the Agreement or applicable Work Authorization on the terms stated above in this section.

ARTICLE 7. CONFIDENTIAL INFORMATION, PROPRIETARY RIGHTS, SECURITY REQUIREMENTS

7.1. Contractor Confidential Information. Contractor represents that the Documentation, Products, and System contain proprietary products and trade secrets of Contractor. Accordingly, to the full extent permissible under Applicable Law, County and BCSOE agree to treat the

Documentation and intellectual property within the System as confidential in accordance with this article. For any other material submitted to County or BCSOE, Contractor must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Contractor contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Contractor asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Contractor must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to the County Attorney from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County or BCSOE, Contractor must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County or BCSOE for records designated by Contractor as Restricted Material or for trade secret material in the Software, County and BCSOE, as applicable, shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Contractor, or the claimed exemption is waived. Any failure by Contractor to strictly comply with the requirements of this section shall constitute Contractor’s waiver of County’s and BCSOE’s obligation to treat the records as Restricted Material. Contractor must indemnify and defend County and BCSOE and their respective employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material or materials relating to the Products or System in response to a third-party request. Upon expiration or termination of this Agreement, the County and/or BCSOE shall return or certify to Contractor the destruction of all Contractor Confidential Information, in any form, tangible or intangible, possessed by County and/or BCSOE or its employees, agents, Subcontractors, or suppliers.

7.2. County Confidential Information. All materials, data, transactions of all forms, financial information, documentation, inventions, designs, and methods that Contractor obtains from County or BCSOE in connection with this Agreement, that are made or developed by Contractor in the course of the performance of the Agreement, or in which County or BCSOE holds proprietary rights, constitute “County Confidential Information.” All County-provided employee information, financial information, personally identifiable information for individuals or entities interacting with County or BCSOE (including, without limitation, social security numbers, birth dates, and banking and financial information), and other information deemed exempt or confidential under Applicable Law also constitute “County Confidential Information.”

7.2.1. County Confidential Information may not, without the prior written consent of County, or as otherwise required by Applicable Law, be used by Contractor or its employees, agents, Subcontractors, or suppliers for any purpose other than for the benefit of County and BCSOE pursuant to this Agreement. Neither Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license, or otherwise

make available to any other person or entity any County Confidential Information without the prior written consent of County and BCSOE.

7.2.2. Contractor expressly agrees to be bound by and to defend, indemnify, and hold harmless County and BCSOE and their respective officers and employees from the breach of Applicable Law by Contractor or its employees, agents, Subcontractors, or suppliers regarding the unlawful use or disclosure of County Confidential Information.

7.2.3. Upon expiration or termination of this Agreement, or as otherwise demanded by the Contract Administrator, Contractor shall immediately turn over to the Contract Administrator all County Confidential Information, in any form, tangible or intangible, possessed by Contractor or its employees, agents, Subcontractors, or suppliers.

7.3. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, Contractor is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of County or BCSOE. Contractor must ensure that any use of generative artificial intelligence tools by Contractor or its Subcontractors does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. Contractor must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

7.4. Maintenance of Confidential Information. Each Party shall advise its employees, agents, Subcontractors, and suppliers who receive or otherwise have access to the other Party's Confidential Information (as described in Section 7.1 or Section 7.2, as applicable) of their obligation to keep such information confidential, and shall promptly advise the other Party in writing if it learns of any unauthorized use or disclosure of said Confidential Information. In addition, the Parties agree to cooperate fully and provide all reasonable assistance to ensure the confidentiality of the other Party's Confidential Information as described in this article.

7.5. County and BCSOE Proprietary Rights. Contractor acknowledges and agrees that County and BCSOE retain all rights, title, and interest in and to all materials, data, documentation, and copies thereof furnished by County or BCSOE to Contractor under this Agreement, including all copyright and other proprietary rights therein, which Contractor as well as its employees, agents, Subcontractors, and suppliers may use only in connection with the performance of this Agreement.

7.6. Contractor Proprietary Rights. Except for custom work products, if any, County and BCSOE acknowledge that all copies of the Software (in any form) and Documentation are the sole property of Contractor or third-party licensor. Neither County nor BCSOE shall have any right, title, or interest to any such Software or Documentation except as expressly provided in this Agreement, and County and BCSOE shall take reasonable steps to secure and protect the

Software and Documentation consistent with maintenance of Contractor's proprietary rights therein.

7.7. Data and Privacy. Contractor shall comply with all applicable data and privacy laws and regulations, including without limitation Section 501.171, Florida Statutes, and shall ensure that the County and BCSOE data processed, transmitted, or stored by Contractor or in the System is not accessed, transmitted, or stored outside the United States. Contractor shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Sections 501.171, 817.568, or 817.5685, Florida Statutes) that Contractor may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by the Contract Administrator. If applicable and requested by the Contract Administrator, Contractor shall ensure that all hard drives or other storage devices and media that contained County or BCSOE data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

7.8. Entities of Foreign Concern. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of Contractor hereby attests under penalty of perjury as follows: Contractor is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Contractor; and the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

7.9. Security Requirements. Contractor, the Products, and the System must meet or exceed all applicable security requirements set forth in Exhibit C at all times throughout the Term, unless otherwise expressly approved in writing by the Contract Administrator. Contractor will cooperate with the Contract Administrator and provide any and all information that the Contract Administrator may reasonably request to determine appropriate security and network access restrictions and verify Contractor compliance with security requirements provided by the Contract Administrator or required by Applicable Law, including as stated in this section.

7.10. Custom Work Products. To the extent this Agreement (including the Statement of Work, any subsequent Work Authorization, any amendment, or the procurement documents relating to this Agreement) identifies deliverables that constitute custom work products that Contractor is required to develop and furnish, the Parties agree that County shall own all rights, title, and interest in and to all such custom work products and that they shall be deemed to constitute "works made for hire" under the United States Copyright Act, 17 U.S.C. § 101. If, for any reason, any custom work product would not be considered a "work made for hire" under Applicable Law, Contractor hereby exclusively and irrevocably sells, assigns, and transfers to County all of Contractor's rights, title, and interest in and to such custom work product and in and to any

copyright or copyright application(s) related thereto. Contractor agrees that neither it nor its agents shall use or disclose any custom work product except for the benefit of the County or BCSOE as required in connection with Contractor's performance under this Agreement, unless Contractor has obtained the Contract Administrator's prior written consent to such use or disclosure. "Custom work product" shall not include any software, copyrighted material, or other proprietary material developed by Contractor or any third party prior to the Effective Date, but shall include any modification(s) thereof developed specifically for County or BCSOE pursuant to this Agreement (other than an Update or modification to Products provided to all other similarly-situated customers). To the full extent applicable, Contractor shall provide the Contract Administrator with the source code and object code for all custom work products upon Final Acceptance of the Software or System, or within thirty (30) calendar days after written request by the Contract Administrator, whichever occurs first.

7.11. Injunctive Relief; Survival. The Parties represent and agree that neither damages nor any other legal remedy is adequate to remedy any breach of this article, and that the injured party shall therefore be entitled to injunctive relief to restrain or remedy any breach or threatened breach. The obligations under this article shall survive the termination of this Agreement or of any license granted under this Agreement.

ARTICLE 8. REPRESENTATIONS AND WARRANTIES

8.1. Ownership. Contractor represents and warrants that it is the owner of all right, title, and interest in and to the Software, or that it has the right to grant to County and BCSOE the rights and the licenses granted under this Agreement, and that Contractor has not knowingly granted rights or licenses to any other person or entity that would restrict rights and licenses granted hereunder, except as may be expressly stated herein.

8.2. Limited Warranty. Subject to payment by County or BCSOE of the applicable fees stated in Exhibit B, Contractor represents and warrants to County and BCSOE that, throughout the Term, the Products and System will perform substantially as described in the Documentation and in Exhibit A. This warranty does not cover any failure of the Products resulting from: (a) use of the Products in a manner other than that for which they were intended; (b) any modification of the Products by County or BCSOE that is not authorized by Contractor; or (c) the provision by County or BCSOE of improperly formatted data to be processed through the System.

8.3. Warranty Regarding Viruses. Contractor further represents, warrants, and agrees that the Products are free from currently-known viruses or malicious software (at the time the Products and any subsequent versions thereof are provided to County and BCSOE), and that Contractor has and will continue, for the full Term of this Agreement, to use commercially reasonable security measures to ensure the integrity of the Products from data leaks, hackers, denial of service attacks, and other unauthorized intrusions.

8.4. ADA Compliance. Contractor represents and warrants that the Products and System are, and for the duration of the Agreement will remain, fully accessible and compliant with the

applicable provisions of the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and all other Applicable Law.

8.5. Intellectual Property Warranty. Contractor represents and warrants that at the time of entering into this Agreement, no claims have been asserted against Contractor (whether or not any action or proceeding has been brought) that allege that any part of the Products or System infringes or misappropriates any patent, copyright, mask copyright, or any trade secret or other intellectual or proprietary right of a third party, and that Contractor is unaware of any such potential claim. Contractor also agrees, represents, and warrants that the Products, System, Services, and Support and Maintenance to be provided pursuant to this Agreement will not infringe or misappropriate any patent, copyright, mask copyright, or any trade secret or other intellectual or proprietary right of a third party.

8.6. Representation of Authority. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates Applicable Law. Contractor further represents and warrants that execution of this Agreement is within Contractor's legal powers, and each individual executing this Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

8.7. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Agreement, unless otherwise expressly disclosed in writing by Contractor.

8.8. Contingency Fee. Contractor represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

8.9. Truth-In-Negotiation Representation. Contractor's compensation under this Agreement is based upon its representations to County and/or BCSOE, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including without limitation those made by Contractor during the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for Contractor's compensation in this Agreement.

8.10. Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that statute. Contractor further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

8.11. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Contractor represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it has not been identified as a company or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and throughout the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and throughout the Term will remain, in compliance with Section 286.101, Florida Statutes.

8.12. Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

8.13. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

8.14. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified and, to the extent required, licensed and certified by all appropriate governmental authorities to perform such Services, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Contractor represents and warrants that the Services shall be performed in a skillful and respectful manner, that it has or will obtain all necessary permits and approvals by applicable regulatory entities to perform the Services unless otherwise expressly stated herein, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such Services.

8.15. Prohibited Telecommunications. Contractor represents and certifies that Contractor and all Subcontractors do not use, and throughout the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

8.16. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Contractor represents and certifies that Contractor will comply with Section 26-125(d) of the Code throughout the Term.

8.17. Breach of Representations. Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Contractor; (c) set off from any amounts due Contractor the full amount of any damage incurred; and (d) debarment of Contractor.

ARTICLE 9. INDEMNIFICATION AND LIMITATION OF LIABILITY

9.1. Indemnification. Contractor shall indemnify, hold harmless, and defend County and BCSOE and all of their respective current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Contractor, or any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County or BCSOE.

Notwithstanding the foregoing, Contractor shall not be liable for any Claim that is caused solely by County's or BCSOE's failure to timely or properly install and use the most recent Update provided by Contractor or County's or BCSOE's election not to receive, or to terminate, the applicable Support and Maintenance Services.

9.2. Infringement Remedy. If the Products or any portion thereof are finally adjudged to infringe, or in Contractor's opinion are likely to become the subject of such a Claim, Contractor shall, at County's option, either: (i) procure for County the right to continue using the Products; (ii) modify or replace the Products to make them noninfringing; or (iii) refund to County all fees

paid under this Agreement. Contractor shall have no liability regarding any infringement claim caused by any County modification of the Products not specifically authorized in writing by Contractor.

9.3. Limitation of Liability. No Party shall be liable to any other Party for any damages under this Agreement that exceed the largest of the following amounts: (a) \$100,000; (b) the maximum compensation amount specified in Section 5.1; or (c) the amount of insurance Contractor is required to provide under Article 10. Neither Party shall be liable for the other Party's special, indirect, punitive, or consequential damages (including damages resulting from lost data or records other than costs incurred in the recovery thereof), even if the Party has been advised that such damages are possible, or for the other Party's lost profits, lost revenue, or lost institutional operating savings. These limitations of liability shall not apply to (i) any Claim resulting from Contractor's actual or alleged disclosure of County Confidential Information or resulting from an actual or alleged data breach in violation of Applicable Law, (ii) any Claim resulting from an actual or alleged infringement of any interest in any Product, or (iii) any indemnification obligation under this Agreement.

ARTICLE 10. INSURANCE

10.1. Throughout the Term, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit E in accordance with the terms and conditions of this article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

10.2. Contractor shall ensure that "Broward County" and "Broward County Supervisor of Elections" are each listed and endorsed as an additional insured as stated in Exhibit E on all policies required under this article.

10.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, as may be requested by County, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Contractor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

10.4. Contractor shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required of Contractor has been completed, as determined by Contract Administrator. Contractor or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

10.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

10.6. If Contractor maintains broader coverage or higher limits than the insurance requirements stated in Exhibit E, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Contractor.

10.7. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit E and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor shall obtain same in endorsements to the required policies.

10.8. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against County or BCSOE, and shall obtain same in an endorsement of Contractor's insurance policies.

10.9. Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Broward County" and "Broward County Supervisor of Elections" are each listed and endorsed as an additional insured under the Subcontractors' applicable insurance policies. Contractor shall not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

10.10. If Contractor or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this article.

10.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit E; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Contractor must obtain and

maintain “extended reporting” coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit E.

ARTICLE 11. TERMINATION

11.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

11.1.1. Contractor’s (a) failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, (b) suspension or debarment by a state or federal governmental entity or by a local governmental entity with a population in excess of one million people, or (c) repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices; or

11.1.2. By the County Administrator or the Director of Office of Economic and Small Business Development (“OESBD”) for fraud, misrepresentation, or material misstatement by Contractor in the award or performance of this Agreement or that violates any applicable requirement of Section 1-81, et seq., of the Code.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 11.2 effective thirty (30) days after such notice was provided and Contractor shall be eligible for the compensation provided in Section 11.2 as its sole remedy.

11.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days’ advance written notice to Contractor. Contractor acknowledges that it has received good, valuable, and sufficient consideration for County’s right to terminate this Agreement for convenience including in the form of County’s obligation to provide advance written notice to Contractor of such termination in accordance with this section. This Agreement may also be terminated by BCSOE upon such notice as BCSOE deems appropriate under the circumstances if BCSOE determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County or BCSOE pursuant to this section, Contractor shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and neither County nor BCSOE shall have any further obligation to pay Contractor for Services under this Agreement.

11.3. Transition and Disentanglement Services. The Parties acknowledge and agree that upon the expiration or termination of this Agreement, the good faith efforts of Contractor to facilitate the smooth, efficient, and secure transition of data and services to another provider (or to County

or BCSOE, to the extent applicable) without any unnecessary interruption or adverse impact on County and BCSOE operations (“Disentanglement”) is a critical objective of the Parties and a material obligation of Contractor under this Agreement. All obligations of Contractor under this Agreement shall be construed consistent with this objective. At request of County and BCSOE, Contractor shall provide prompt, good faith, and reasonable assistance to County and BCSOE in disentangling County and BCSOE data, business, and operations from the Products and/or System and, to the extent applicable, transitioning to a new software, system, or provider.

11.4. Notice of termination shall be provided in accordance with the “Notices” section of this Agreement except that notice of termination by BCSOE to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

11.5. In addition to any termination rights stated in this Agreement, County and BCSOE shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County and BCSOE due to Contractor’s failure to comply with any term(s) of this Agreement.

ARTICLE 12. NONDISCRIMINATION

Contractor and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of this Agreement. Contractor shall include the foregoing or similar language in its contracts with all Subcontractors.

ARTICLE 13. MISCELLANEOUS

13.1. Contract Administrator Authority; BCSOE Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Agreement. Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Statement of Work except as required to comply with Applicable Law or otherwise approved by County in writing. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing modifications to the Statement of Work that do not increase the total cost to County or waive any rights of County.

This Agreement is intended for the benefit of BCSOE, and BCSOE will be the custodian and primary user and operator of the System as required by Florida law. County and BCSOE may each independently exercise all rights and benefits of County set forth in this Agreement.

13.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by Contractor specifically for County or BCSOE in connection with performing Services, whether finished or unfinished (“Documents and Work”), shall be owned by County, and Contractor hereby transfers to County all right, title, and interest,

including any copyright or other intellectual property rights, in or to the Documents and Work, and shall provide any documentation necessary to effectuate such transfer. Unless otherwise expressly stated herein, County has the right to use, reproduce, modify, distribute, and publicly display the Documents and Work, in whole or in part, in any medium and for any purpose, in perpetuity and without restriction. Contractor represents and warrants that it has all necessary legal rights to provide the Documents and Work and to grant County and BCSOE the rights stated in this Agreement. Contractor must deliver the Documents and Work to the Contract Administrator within ten (10) business days after expiration or termination of this Agreement. Any compensation due to Contractor may be withheld until all Documents and Work are provided as set forth herein. Contractor shall ensure that the requirements of this section are included in all of Contractor's agreements with Subcontractor(s).

13.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County or BCSOE in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Contractor is acting on behalf of County or BCSOE as stated in Section 119.0701, Florida Statutes, Contractor shall:

13.3.1. Keep and maintain public records required by County or BCSOE to perform the Services;

13.3.2. Upon request from County or BCSOE, provide County or BCSOE as applicable with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

13.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of the Term and after completion or termination of this Agreement if the records are not transferred to the Contract Administrator; and

13.3.4. Upon expiration or termination of this Agreement, transfer to the Contract Administrator, at no cost, all public records in possession of Contractor or keep and maintain public records required by County or BCSOE to perform the Services. If Contractor transfers the records to the Contract Administrator, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to the Contract Administrator upon request in a format that is compatible with the information technology systems of County or BCSOE.

If Contractor receives a request for public records regarding this Agreement or the Services, Contractor must immediately notify the Contract Administrator in writing and provide all requested records to the Contract Administrator to enable County to timely respond to the public records request. County will respond to all such public records requests.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@BROWARDVOTES.GOV, 4650 NW 21ST AVENUE, FORT LAUDERDALE, FLORIDA 33309.

13.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Contractor and all Subcontractors that are related to this Agreement. Contractor and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form or in a form capable of conversion into written form within a reasonable time; upon request by County, Contractor and all Subcontractors shall make same available to County in written form at no cost and allow County to make copies. Contractor shall provide County with reasonable access to Contractor's facilities, and County shall be allowed to interview all relevant employees to discuss matters pertinent to the performance of this Agreement.

Contractor and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Notwithstanding the foregoing, in no event shall County be entitled to any other customer information, which Contractor may redact from any documentation required to be provided for an audit conducted pursuant to this section. This section shall survive any dispute or litigation between the Parties, and Contractor expressly acknowledges and agrees to be bound by this section throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Contractor shall make all such records and documents available electronically, in common file formats, and/or via remote access, if and to the extent requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment based upon such entry. Contractor shall refund to County any overcharged amount identified as a result of an audit, regardless of the amount of the overcharge. Any adjustments or payments due as a result of such audit must be made within thirty (30) days after presentation of County's findings to Contractor.

Contractor shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

13.5. Independent Contractor. Contractor is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship

among the Parties. In providing Services, neither Contractor nor its agents shall act as officers, employees, or agents of County or BCSOE. Contractor shall not have the right to bind County or BCSOE to any obligation not expressly undertaken by County or BCSOE under this Agreement.

13.6. Excusable Nonperformance. Except for payment obligations, 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, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, 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, provided that the affected Party shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; in the event of an excused delay pursuant to this section, the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed, provided, however, that if such inability to perform due to the Force Majeure Event exceeds sixty (60) consecutive days, the Party that was not prevented from performance by the Force Majeure Event has the right to terminate this Agreement upon written notice to the other Party. Contractor agrees to work with County or BCSOE, at County or BCSOE's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

13.7. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

13.8. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or BCSOE nor shall anything included herein be construed as consent by County or BCSOE to be sued by third parties in any matter arising out of this Agreement.

13.9. Third-Party Beneficiaries. Except as set forth in Section 13.1 regarding BCSOE and as otherwise expressly set forth in this Agreement, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no such third party shall be entitled to assert a right or claim against any Party based upon this Agreement.

13.10. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). A Party may change its notice address by giving notice of such change in accordance with this section.

FOR COUNTY AND BCSOE:

Broward County Supervisor of Elections

Attn: Joe Scott

4650 NW 21st Avenue, Fort Lauderdale, Florida 33309

Email address: jscott@browardvotes.gov

with a copy to: Broward County Attorney's Office

Attn: Devona A. Reynolds Perez

115 South Andrews Avenue, Room 423, Fort Lauderdale, Florida 33301

Email address: dreynoldsperez@broward.org

FOR CONTRACTOR:

Election Systems & Software, LLC

Attn: Office of General Counsel

11208 John Galt Boulevard, Omaha, NE 68137

Email address: Legal@essvote.com

13.11. Subcontracting; Assignment; Change of Control. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by the Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. Any change of control (as defined herein) shall be deemed an assignment. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

For purposes of this section, "change of control" means: (a) a transfer of more than fifty percent (50%) of the ownership interests in Contractor, whether in a single transaction or a series of related transactions; (b) a merger, consolidation, or other reorganization that results in a change in voting control in Contractor or in the entity that controls Contractor's business; or (c) the sale, lease, or transfer of all or substantially all of Contractor's assets. A change of control does not include (i) a transfer to an entity wholly owned, directly or indirectly, by Contractor or its parent, or (ii) a transfer between existing owners of Contractor that does not result in a change in majority ownership; provided, however, that any such transfer shall not relieve Contractor of its obligations under this Agreement unless County expressly agrees otherwise in writing.

13.12. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Contractor's officers or employees shall serve as an expert witness against County or BCSOE in any legal or administrative

proceeding in which they or Contractor is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County or BCSOE in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform Services, Contractor shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

13.13. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

13.14. Compliance with Laws. Contractor, the Products, the System, and the Services must comply with all Applicable Law, including, without limitation, the applicable provisions of the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

13.15. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to Applicable Law, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

13.16. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against any Party.

13.17. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

13.18. Priority of Provisions. This Agreement amends and restates the Original Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of the Original Agreement and any attachments thereto and this Agreement and any attachments thereto, the provisions contained in this Agreement shall prevail and be given effect. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

13.19. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

13.20. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Contractor.

13.21. Prior Agreements. Except as modified in this Agreement, all remaining terms and conditions of the Original Agreement shall remain in full force and effect. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous amendments, agreements, negotiations, and discussions regarding same whether written or oral. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

13.22. Payable Interest.

13.22.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and Contractor waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

13.22.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

13.23. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

13.24. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

13.25. Use of County Name or Logo. Contractor shall not use the name or logo of County or BCSOE in marketing or publicity materials without prior written consent from the Contract Administrator.

13.26. Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

13.27. Sworn Certifications to the Division of Elections. Pursuant to Section 101.294, Florida Statutes, before or in conjunction with providing any of the Products, or any additional components or upgrades to the System, Contractor shall provide BCSOE with a sworn certification that such voting system, voting system component, or voting system upgrade, as applicable, has been certified by the Florida Division of Elections. The Parties shall cooperate in good faith and timely provide all information, documentation, and assistance reasonably necessary to obtain or confirm such certification and to comply with the requirements of Section 101.294, Florida Statutes.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through the County Administrator, authorized to execute same by Board action on the 9th day of June, 2026, and subject to ratification as stated herein; Joe Scott, as Broward County Supervisor of Elections; and Contractor, signing by and through its duly authorized representative.

BROWARD COUNTY, by and through
its County Administrator

By: 
County Administrator
30th day of July, 2026

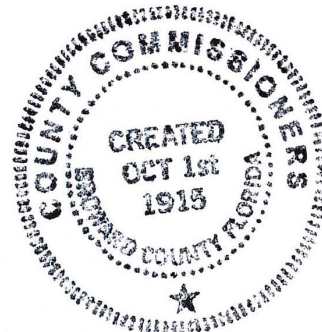
BROWARD COUNTY SUPERVISOR OF ELECTIONS

Digitally signed by Joe Scott
Date: 2026.07.30 10:49:05 -04'00'
By: Joe Scott
Joe Scott, Supervisor of Elections
____ day of _____, 2026

Approved as to form by
Andrew J. Meyers
Broward County Attorney

Digitally signed by Devona A. Reynolds Perez
Date: 2026.07.30 10:03:59 -04'00'
By: Devona A. Reynolds Perez
Devona Reynolds Perez (Date)
Senior Assistant County Attorney


By: René D. Harrod (Date)
René D. Harrod
Chief Deputy County Attorney



**AMENDED AND RESTATED MASTER AGREEMENT BETWEEN BROWARD COUNTY AND
ELECTION SYSTEMS & SOFTWARE, LLC FOR VOTING EQUIPMENT AND SOFTWARE**

CONTRACTOR

ELECTION SYSTEMS & SOFTWARE, LLC

By: Jared Plath Digitally signed by Jared
Plath
Date: 2026.07.29
16:35:32 -05'00'
Authorized Signer

Jared Plath, SVP & CFO
Print Name and Title

29th day of July, 2026

Exhibit A

Statement of Work

This Statement of Work (SOW) sets forth in general terms the nature and extent of work to be performed by Contractor contemplated under the Agreement. Upon the execution of the Agreement between Contractor and the County, additional detailed project planning will be completed. Nothing in this SOW shall be deemed to extend or otherwise alter the amount of service days or change the warranty or liability assumed by Contractor as specified in the Agreement.

All work shall be performed using the certified versions of Contractor voting equipment and software. Subsequent changes in certified versions of Contractor voting equipment and software shall be considered and incorporated into the Project Plan where and when applicable, subject to prior written approval by the Contract Administrator.

1. Project Purpose

BCSOE is replacing and upgrading its existing Voting System because it is approaching its end of life due to (i) the age of the polling location automatic tabulating equipment, (ii) the limited availability of replacement parts for the current voting system's hardware components, and (iii) the fact that newer security patches and upgrades by ES&S are incompatible with the current voting system equipment and software infrastructure, which includes the automatic tabulating equipment DS200 model, the current software versions installed on the County's ExpressVote® ballot marking and tabulation equipment, as well as the current software version of the election management software Electionware®.

Pursuant to this Agreement, Contractor will provide the new System as provided in this Statement of Work to replace and upgrade the existing Voting System. The new System will include the most current models of scanner and tabulation equipment certified for use in the State of Florida (DS300s), the most updated version of its election management software Electionware® certified for use in Florida (EVS 6510), upgraded software for the County's current ExpressVote® equipment, along with all other Equipment and Software necessary to operate the new System.

For clarity, the fees charged to County or BCSOE for all Software, Firmware, and Hardware required to operate the System in conformance with the Documentation, including procured under prior agreements with Contractor to the extent currently supported by Contractor, are included in the pricing set forth in Exhibit B.

2. Technical Specifications

The Products, which include all components of the upgraded replacement System provided by Contractor under this Agreement and/or specified in Exhibit A1, must be certified for use in the State of Florida and suitable for the unique requirements of County and BCSOE taking into account the number of registered voters in Broward County, the number of polling locations and precincts, the complexity and frequency of elections conducted by BCSOE, and BCSOE security requirements.

The Products, the System, and the Services to be provided by Contractor under the Agreement must meet all requirements and technical specifications in the Florida Voting System Standards provided at the following Florida Division of Elections website as updated from time to time by the Division: [Form DS-DE 101](#) (the “Florida Voting System Standards”).

Additional detailed specifications and technical requirements for the Products, the System, and the Services shall be incorporated in the Project Plan (defined below), subject to and with the prior written approval of BCSOE.

Neither the System nor any component of the System shall be accepted by County and BCSOE unless it meets or exceeds all technical requirements and performance criteria specified in the Florida Voting Systems Standards and successfully completes Final Acceptance Testing required under the Agreement.

3. Project Management

a. Project Team. Contractor must provide a sufficient number of experienced and qualified technicians and professionals to ensure the success of the project (“Key Personnel”). Contractor must include in its Project Plan (defined below) a list identifying all Key Personnel by name and title, defining all key functional, technical, and management roles of, and reporting relationships of the Key Personnel.

b. Project Manager. The Key Personnel must include an experienced project manager whose prime responsibility is to monitor, coordinate, and report on all activities of the Project Plan and who will have overall responsibility for the Contractor’s performance under the Agreement (“Project Manager”). The Project Manager must be available in person or by telephone, during BCSOE’s business hours and be prepared to respond to BCSOE’s inquiries within one (1) business day, unless another response time is agreed upon.

c. Personnel Changes. Contractor shall provide thirty (30) days advance written notice to BCSOE of any personnel changes to its designated Project Manager and among Key Personnel. If it is not possible to provide 30 days’ notice, Contractor shall provide as much advance notice as reasonably possible. BCSOE shall have the right, in its sole discretion, to approve or reject any proposed changes to Key Personnel. BCSOE and County shall bear no responsibility for additional costs associated with a change in Key Personnel.

d. Early Identification of Problems. Contractor is responsible for tracking and managing problems, issues, and risks. Contractor shall be responsible for the early identification and communication of problems, project issues, and risks associated with the execution of the Project Plan. The primary areas of ongoing focus shall include, but are not limited to, adherence to schedule (time) and reasonableness of staffing assumptions (people).

e. Monitor Risks, Problems, and Resolutions. Contractor shall proactively identify risks to the project, make recommendations to prevent and/or reduce risks, identify causes of any missed deadlines, and monitor the status of corrective actions/risk intervention strategies.

f. Monitor Technical Compliance. Contractor shall develop and carry out a methodology to evaluate technical aspects of the project, including, but not limited to, IT systems, policies and procedures, conversion, and training. Contractor must also monitor technical changes such as new versions of software, error detection, and corrections, and the movement of modules into production. Contractor shall notify BCSOE of any issues resulting from this activity.

g. Report Status. Contractor shall review project milestones and deliverables and report both positive features of the work completed as well as areas of technical or business risk and shall prepare project status reports that summarize key information related to the status and performance of the project. Contractor shall provide its own computer hardware and software during this project. Additionally, status reporting meetings shall be conducted at intervals agreed upon between Contractor and BCSOE. Contractor shall provide a status report, at intervals agreed upon between Contractor and BCSOE, that contains, but not limited to, the following information:

- (i) Executive summary on technical, business, and schedule aspects.
- (ii) Progress, actual vs. planned.
- (iii) Accomplishments.
- (iv) Schedules.
- (v) Risks, issues, and concerns.

h. Requirements Tracking. Contractor is responsible for ensuring the System meets all requirements outlined in this Statement of Work, the Florida Voting System Standards set forth in Rule 1S-5.001 as applicable, the Documentation, and any other mutually agreed upon, in writing, specifications provided by BCSOE. Contractor shall propose and utilize tools to completely document and track compliance with the requirements from identification to implementation sufficient to permit BCSOE the ability to assess the System's compliance with all requirements in this Statement of Work and Applicable Law. Copies of the Documentation, Project Plan, all working documents, and communications, must be provided to BCSOE in electronic format

i. Data Ownership: County and BCSOE will be the sole owner of the County and BCSOE data that resides in the System. No technical characteristics of the System shall prohibit

or unreasonably inhibit access to all data in all tables and files in the System provided under this Statement of Work.

j. Documentation: Contractor shall provide to the BCSOE and the County all required Documentation. Documentation must explain how the System works and must be written in layman terms and clearly explain how to use the System for daily, weekly, and special processing, as well as for maintenance quarterly and annually as applicable. The Documentation must also explain those variables that can be updated by the BCSOE. All Documentation must be provided in MS Word or PDF format or as otherwise required by Applicable Law or BCSOE.

k. On-Site Support: Contractor must be present and on-site as requested by BCSOE at various phases for project planning, installation, testing, and implementation activities through Final Acceptance. BCSOE will provide, at no cost to Contractor, meeting space for project planning meetings. Contractor's on-site staff must have the historical knowledge of the project, skills, expertise, and capability to address and resolve any production problem related to the implementation. Contractor shall provide operations and maintenance support staff to repair any malfunction of the System.

4. Architecture, Equipment, and Operating Software:

Contractor shall provide all of the Products required to operate the System in accordance with this SOW, including all Products specified in Schedule A1 and/or this Statement of Work. The Products and System must be compatible with and integrated into BCSOE infrastructure and be compatible as of the Effective Date and the date of Final Acceptance with the operating system currently being used by BCSOE.

Equipment provided by Contractor pursuant to the Agreement must be new equipment, meaning that the equipment is currently in production by the manufacturer, is the latest certified model, edition, or version generally offered by the applicable manufacturer, and does not include remanufactured, used, or reconditioned equipment in whole or in part. The Equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to provision under this Agreement. Software must be the most current certified release, or not less than one version behind the most current certified release, at the time of Final Acceptance. Contractor must ensure that all Products comply with these requirements.

All Products not already in the possession of BCSOE shall be delivered by Contractor to BCSOE at: 4650 NW 21st Avenue, Fort Lauderdale, Florida, 33309 ("BCSOE Main Office") at a date and time agreed upon by Contractor and BCSOE in advance. Equipment deliveries shall be made by Contractor Monday through Friday during BCSOE business hours unless otherwise agreed to by BCSOE. All Products are subject to inspection and BCSOE's written acceptance upon receipt by an authorized representative of BCSOE.

5. Project Plan.

Contractor will develop, for BCSOE's review and final written approval, a comprehensive detailed project management plan for provisioning the System, which shall include at a minimum a project

schedule and timeline for all deliverables and milestones and, as may be mutually agreed upon by the Parties, some or all of the following requirements (the "Project Plan"):

a. Sufficiently detailed technical specifications for the Products to be provided by Contractor

b. Contractor's plan to implement and configure the system that describes with sufficient detail the baseline configuration of the System, including all hardware and software components, and how the components of the System are connected or arranged for optimal operation of the System.

c. Contractor's installation plan shall include all setup, software loading, testing, and validation of the operation of the hardware and software environment that will ultimately support the entire System. Contractor's installation plan must at a minimum:

d. Identify and describe all hardware and software necessary for installation and needed to support the System, including a comprehensive itemization of all hardware components and software licenses.

e. Identify installation tasks that must be coordinated with BCSOE, such as facility readiness and preparation necessary for accommodating the Products and the System.

f. Identify a detailed installation schedule that minimizes the time period between hardware procurement/delivery and the actual installation activities. The schedule must include the installation, setup, and operational validation tasks as part of the overall schedule.

g. Recommendations for an appropriate disaster recovery plan.

h. Provides for a maintenance plan that includes recommended schedules for backups (for both error recovery and disaster recovery) indicating the resources necessary and time required, and any disadvantages of the recommended plan and that also describes provisions for the distribution/installation of system updates.

i. A resource management plan which includes an organizational chart identifying Contractor's designated Project Manager, Contractor's assigned team members and their respective email and phone numbers.

j. A detailed testing plan to be conducted by Contractor that, at a minimum and to the extent applicable, addresses performance testing, load testing, full integration testing, acceptance testing specifications and/or checklists for all factory, on-site, functional, security, and acceptance testing. Contractor's testing plan must also include at a minimum:

- (i) Preliminary and final testing of the total system, including and to the extent applicable, application functions, all interface elements, backup and restore capabilities, security, and those measures designed to support availability requirements;

- (ii) Sufficiently detailed preliminary acceptance criteria;
 - (iii) Tracking and solving problems reported for all test phases and activities;
 - (iv) Security, backup, and disaster recovery testing;
 - (v) Unit/module testing; and
 - (vi) Final Acceptance tests and acceptance criteria checklist(s) sufficient to evaluate the Products' and the Systems' compliance with the Florida Voting System Standards, the Documentation, and all other requirements of this Statement of Work and BCSOE. The final acceptance tests plans and related checklist(s) shall be substantially in the formats provided by BCSOE.
- k. Project management and monitoring that includes regular meetings with BCSOE staff through Final Acceptance.
- l. Transition and implementation planning that adequately provides for any transitioning from existing software or hardware systems to the new System to be provided under the Agreement and integration with BCSOE infrastructure as applicable.
- m. System security and hardening that complies with Florida law, the Florida Voting System Standards, and County and BCSOE security requirements.
- n. Migration and validation of election definitions, templates, and supporting data.
- o. Training for administrators, election programmers, warehouse staff, poll workers, IT staff, and canvassing support staff
- p. A sufficiently detailed description and plan for election readiness, early voting and election day on-site support, canvassing board and state reporting, and all other requirements necessary to comply with Applicable Law and applicable directives from the State of Florida.
- q. Change control plan which provides for change tracking, BCSOE and Contractor approval, change request forms, and related documentation, whether the change was initiated by BCSOE, County, Contractor, or necessary to comply with Applicable Law. Change control tracking and request forms should include information sufficient to identify:
- (i) The nature of the change
 - (ii) Change control numbering
 - (iii) Who is requesting the change
 - (iv) Priority
 - (v) Date submitted and completed
 - (vi) Proposed cost if any
 - (vii) Impact on project schedule if any

The Project Plan approved by BCSOE must be completed no later than ten (10) days after the Effective Date and delivered to BCSOE electronically in a format acceptable to BCSOE. Contractor shall comply with the project schedule provided in the Project Plan, unless otherwise approved in advance by BCSOE.

6. Deliverables

Contractor shall provide the Deliverables as specified in this Statement of Work and the approved Project Plan. The Deliverables provided by Contractor under this Statement of Work shall be considered preliminarily accepted by County only upon written notice by BCSOE confirming that such Deliverable meets the Preliminary Acceptance Criteria outlined in the table below. The tentative schedule set forth below may be modified by written approval of both Contractor and BCSOE.

No.	Description	Preliminary Acceptance Criteria	Tentative Deadline
1	Delivery of Products	Contractor shall deliver to BCSOE Premises all Products as specified in Schedule A1 and the Project Plan.	30 days after Effective Date
2	Complete data migration, installation and configuration of the System	The System and all components shall be installed and configured as required by the Documentation, the Project Plan, and the Florida Voting System Standards.	30 days after Effective Date
3	Preliminary Acceptance Testing	Complete all preliminary acceptance checklist items in Schedule A2 and as provided for in the Project Plan for all Products and the System.	45 days after Effective Date
4	Final Acceptance Testing	All components of the System must be subject to, and successfully complete Final Acceptance Testing as provided for in this Statement of Work and the Project Plan.	9/15/2026
5	Post-Acceptance Testing repair or replacement	Any issues discovered during Final Acceptance Testing must be resolved by Contractor to the satisfaction of BCSOE.	9/15/2026
6	Training	Provide operational training to BCSOE Staff for Electionware® Software and Tabulation System (See Training Description Below) Provide training to BCSOE Staff for maintenance and hardware election preparation tasks. (See Training Description Below)	9/30/2026
7	Post-Implementation Services		

No.	Description	Preliminary Acceptance Criteria	Tentative Deadline
7A	General Preparation Activities	Assist in development of election procedures including preparation, absentee voting, Election Day, results reporting, and post-election activities	9/30/2026
		Assist in development of DS300 and ExpressVote® Election Day Procedures Manual for use by precinct officials.	
		Conduct “Train the Trainer” sessions for poll worker/ precinct official training. (See Training Description Below)	
		Assist in development of all Election Day procedures for communications with polling places, technical support staff, supervisors, regional sites, and election central staff.	
		Assist in development of all Election Day procedures for election equipment troubleshooting and support	
		Conduct and/or setup all meetings between BCSOE and Contractor for general communication and status updates.	
7B	Primary and General Election Production	Assist in development of plan for election day technical support, back up equipment, central hot-line support.	9/30/2026
		Assist in development of plan for election day site support by Contractor staff.	
		Assist in development of plan for election night results reporting.	
		Assist in development of plan for post-election canvassing and tabulation statistics.	
		Assist in procedures to prepare all tabulators for election day usage.	
		Provide on-site support to BCSOE during pre-election activities as mutually agreed upon by the parties.	
		Assist in review and verification of operation precinct and central counting locations	

No.	Description	Preliminary Acceptance Criteria	Tentative Deadline
	Documentation	Provide all Equipment and Software Documentation including all manuals and guides for the Products and the System.	9/30/2026
		Contractor shall provide the application development tools, aids, scripts, utilities, and related toolset as applicable	

7. Training

Contractor shall provide the following training for up to twenty (20) BCSOE staff members and election personnel (as specified by BCSOE) as part of the Services:

TRAINING COURSES
DS300 – Precinct Tabulator
This course will provide election personnel with the skills to successfully use the DS300 for Broward County elections. Upon completion of this you will be able to: • Prepare the DS300 for voting • Set up the DS300 for voting • Assist voters in using the DS300 • Troubleshoot issues in use of the DS300 • Maintain the DS300
DS 950 Operation Course
This course gives election personnel a nut and bolts introduction to the ES&S DS950 high speed central scanner. Covered topics include: • Overview of the machine • Cleaning the machine • Scanner setup and pre-Election Day preparation • Printing reports • Election Day preparation • Scanning ballots

ElectionWare® Course
This course of training will provide election personnel with general knowledge of the ES&S ElectionWare® election management system. The participant will be able to design ballots, program election hardware and produce general election reports for an election. In these ElectionWare® modules the participant will gain the following knowledge, skills, and abilities: • Define – Build, maintain, and store all election-related information (i.e., precincts, districts, offices, candidates, referenda) in one database. • Design – Create an election ballot in both electronic and paper format. • Deliver – Program the election tabulation hardware with election specific information. • Results – Generate and display customized election reports in paper or electronic formats, as well as view and manage ballot images and write-in votes captured from ES&S tabulation hardware. • Manage – Manage user account and security access for the ElectionWare® software.
Train the Trainer Course
• Manuals are provided (up to 20) • Assistance for BCSOE development of Poll Workers Manual utilizing Contractor proposed template.

8. Acceptance Criteria and Acceptance Testing

Contractor shall be responsible for notifying BCSOE when the Products and System are ready for Final Acceptance testing and scheduling inspections for preliminary acceptance approval by BCSOE. Final Acceptance of the System shall be confirmed by BCSOE in writing if the respective Product(s) meet the relevant Preliminary Acceptance Criteria and the Final Acceptance Criteria as detailed in the Project Plan. BCSOE will provide its written approval or the reasons for non-approval within ten (10) business days of such inspection or testing. Contractor shall address and resolve the reasons for non-approval to the satisfaction of BCSOE within forty-eight (48) hours of receiving BCSOE's reasons for non-approval.

Final Acceptance and Election Readiness testing will consist of a two-part test as provided for in this section and further detailed in the Project Plan. The tests may be completed in any order.

A. Part One. The basic functions of the Systems will be tested by completing the Basic Performance Tasks and any additional tests set forth in the Project Plan. Contractor shall also complete in collaboration with BCSOE's designated team members, the Acceptance Testing Checklists associated with the Equipment.

B. Part Two. BCSOE will conduct a full systems test designed to ensure all hardware and software components of the Voting System meet the specifications provided for in the Documentation, the Florida Voting System Standards, and the Project Plan. Test 2 will be in the form of a "Logic and Accuracy Test" or "Mock Election," as agreed upon by the Parties, to be completed by BCSOE staff with assistance from Contractor as requested by BCSOE and as further detailed in the Project Plan.

If the parties agree to the conduct of a Mock Election, the Mock Election must include a post-election audit using BCSOE's existing automated independent auditing system.

Except as otherwise provided in the Project Plan, the Logic and Accuracy Test must meet or exceed the relevant requirements for a public logic and accuracy test provided in Section 101.5612(3)-(5), Florida Statutes and the most recent Guidelines for Logic Accuracy Testing published by the Florida Division of Elections at: [Guidelines for Logic Accuracy Testing \(DE Reference Guide 0019\)](#).

The designated BCSOE team members will complete and sign-off on a logic and accuracy checklist similar to the State's logic and accuracy checklist illustrated in Schedule A2 and a Final Acceptance checklist which must be included in the Project Plan.

Any of the checklists or other criteria included in Schedule A2 may be modified by the Parties by written approval of BCSOE in connection with Final Acceptance testing.

9. Optional Services

A. Additional Products: County and BCSOE may from time to time purchase from Contractor any additional products, including without limitation software licenses or subscriptions, firmware, equipment, modules, and/or support and maintenance. If and to the extent County and BCSOE so elect to purchase such Optional Services via a purchase order or a Work Authorization (with an accompanying Statement of Work, if applicable), as County and BCSOE determine appropriate, the Optional Services shall be subject to any applicable not-to-exceed amounts otherwise set forth in this Agreement.

B. Professional Services: County and BCSOE may from time to time purchase from Contractor any professional services (such as consulting, professional services, training, or other hourly services). If and to the extent County and BCSOE so elect to purchase additional services via a purchase order or a Work Authorization (with an accompanying Statement of Work, if applicable), as County and BCSOE determine appropriate, the additional services shall be subject to any applicable not-to-exceed amounts otherwise set forth in this Agreement.

C. Election Day Services:

D. Primary and General Election Day (each election is a 3-Day Election Service Event)

- Provide staff (to be mutually agreed upon by the parties) for Command Center and Hot-Line providing troubleshooting support and problem resolution to precinct officials, technical staff, BCSOE staff.
- Assist with Poll opening procedures.
- Assist with Voting process procedures.
- Assist with Tabulation of by mail ballots and load results into election reporting database.

- Assist with Poll closing procedures.
- Assist with Election night reporting transmission procedures.
- Assist with Regional Site operation at sites to be mutually agreed upon by the parties.
- Assist with Command Center election results accumulation.
- Assist with Election night reporting procedures.
- Assist with Archive and secure election data.
- Support BCSOE during election day and results accumulation and reporting.
- Primary and General Post-Election
 - Assist in identifying/investigating any election day problems with voting equipment.

Schedule A1 – Products List and Specifications

With prior written approval by BCSOE, Contractor may substitute any equipment and software components stated herein provided such substitutions are of the same or greater quality and functionality, substitutions meet all applicable requirements of the equipment or components being replaced, and the substitution does not adversely affect the continuing certification of the Voting System being provided to BCSOE under this Agreement.

New Equipment and Software

Qty	Part #	Description
1500	DS300	DS300 Poll Place Scanner and Tabulator: Model DS300 Scanner with Internal Backup Battery, One (1) 4GB CFast Card, Paper Roll, and One (1) 8GB Thumb Drive
1500	DS300	Ballot Box with Power Supply and AC Cord
1500	DS300	Wireless Modem (Verizon)
50	DS300	8GB Thumb Drive (Additional)
722	ExpressVote®	8GB Innodisk to upgrade the ExpressVote® 2.1 BMD firmware
12	DS950	Model DS950 High-Speed Scanner and Tabulator: Model DS950 Scanner with Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Battery Backup, USB Cable, and Two (2) 8GB Thumb Drives

Upgraded Software (not included in warranty)

Qty	Part #	Description
1	EVS 6510 ElectionWare® Software PYO	ElectionWare® software upgrade to newest version as of Effective Date
722	ExpressVote upgrade	ExpressVote firmware upgrade

New Third-Party Items

Qty	Part #	Description
5	96210	DELL PEDGE R760 XEON SILVER 4510 2.4GZ 16GB 6x2TB
		PowerEdge R760 Server • Trusted Platform Module 2.0 V6 • 3.5" Chassis with up to 12 SAS/SATA Drives, LP Adapter PERC 11 • Intel Xeon Silver 4510 2.4G, 12C/24T, 16GT/s, 30M Cache, Turbo, HT (150W) DDR5-4400 • No Additional Processor • Heatsink for 1 CPU configuration (CPU greater than 165W) • 5600MT/s RDIMMs • PERC H355 Adapter, Low Profile

Qty	Part #	Description
		- No Energy Star - Dual, Hot Plug, Power Supply (1+1) Redundant 1400W 2U - Riser Config 8, 2x8 FH Slots (Gen4), 1x16 LP Slot (Gen4) - Broadcom 5720 Quad Port 1GbE BASE-T Adapter, OCP NIC 3.0 - LOM Blank - PowerEdge 2U LCD Bezel - Windows Server 2025 Standard,16CORE,FI,No Med,No CAL, Multi Language - Cable Management Arm, 2U - ReadyRails Sliding Rails (B21) - Basic Next Business Day 36 Months - ProSupport and Next Business Day Onsite Service Initial, 36 Month(s) - ProSupport and Next Business Day Onsite Service Extension, 24 Month(s) 16GB RDIMM, 5600MT/s, Single Rank 2TB Hard Drive SATA ISE 6Gbps 7.2K 512n 3.5in Hot-Plug, AG Drive 161-BCQK - 6 - - Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam) - Windows Server 2025 Standard,16CORE,Media Kit, Multi Lang, (Downgrade not included) - Windows Server 2025 Standard,16CORE,DF Recovery Image, Multi Lang, (Downgrade not included) - Windows Server 2025 Standard,No Media,WS2022 Std Downgrade DF Media, Multi Language - Windows Server 2025 Standard,No Media, WS2022 Std Downgrade w/DVD Media,Multi Lang - Windows Server 2025 Standard,No Media,WS2019 Std Downgrade DF Media, Multi Language - Windows Server 2025 Standard,No Media, WS2019 Std Downgrade w/DVD Media,Multi Lang 5-pack of Windows Server 2025/2022 Device CALs (Standard or Datacenter)
1	96072	TRIIPP LITE SMC1500 2U RM 1500VA 1000W UPS SMART LCD (server)
5	96150	CERBERUS FTP SERVER PRO LICENSE
1	96189	MSFT WIN SRV 2022 CONNECTOR MLIC
5	96127	Security Key - 1GB U40GTQHJD-10042-D Bitlocker
5	96210	DELL P-EDGE R760 XEON SILVER 4510 2.4GZ 16GB 6x2TB
		PowerEdge R760 Server - Trusted Platform Module 2.0 V6 3.5" Chassis with up to 12 SAS/SATA Drives, LP Adapter PERC 11 - Intel Xeon Silver 4510 2.4G, 12C/24T, 16GT/s, 30M Cache, Turbo, HT (150W) DDR5-4400 - No Additional Processor - Heatsink for 1 CPU configuration (CPU greater than 165W) 5600MT/s RDIMMs - PERC H355 Adapter, Low Profile

Qty	Part #	Description
		• No Energy Star • Dual, Hot Plug, Power Supply (1+1) Redundant 1400W 2U • Riser Config 8, 2x8 FH Slots (Gen4), 1x16 LP Slot (Gen4) • Broadcom 5720 Quad Port 1GbE BASE-T Adapter, OCP NIC 3.0 • LOM Blank • PowerEdge 2U LCD Bezel • Windows Server 2025 Standard,16CORE,FI,No Med,No CAL, Multi Language • Cable Management Arm, 2U • ReadyRails Sliding Rails (B21) • Basic Next Business Day 36 Months • ProSupport and Next Business Day Onsite Service Initial, 36 Month(s) • ProSupport and Next Business Day Onsite Service Extension, 24 Month(s) • 16GB RDIMM, 5600MT/s, Single Rank • 2TB Hard Drive SATA ISE 6Gbps 7.2K 512n 3.5in Hot-Plug, AG Drive 161-BCQK - 6 - • Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam) • Windows Server 2025 Standard,16CORE,Media Kit, Multi Lang, (Downgrade not included) • Windows Server 2025 Standard,16CORE,DF Recovery Image, Multi Lang, (Downgrade not included) • Windows Server 2025 Standard,No Media,WS2022 Std Downgrade DF Media, Multi Language • Windows Server 2025 Standard,No Media, WS2022 Std Downgrade w/DVD Media,Multi Lang • Windows Server 2025 Standard,No Media,WS2019 Std Downgrade DF Media, Multi Language • Windows Server 2025 Standard,No Media, WS2019 Std Downgrade w/DVD Media,Multi Lang • 5-pack of Windows Server 2025/2022 Device CALs (Standard or Datacenter)
1	96072	TRIIPP LITE SMC1500 2U RM 1500VA 1000W UPS SMART LCD (server)
5	96150	CERBERUS FTP SERVER PRO LICENSE
5	96127	Security Key - 1GB U40GTQHJD-10042-D Bitlocker
5	96194	DELL PRO SLIM PLUS XE5 Desktop
		· OptiPlex XE5 Small Form Factor XCTO · Intel Core Ultra 5 245 vPro (14 Cores, up to 5.1GHz) · 16GB (2x8GB) DDR5 Non-ECC Memory · 512GB Solid State Drive · Intel Integrated Graphics · DVD+/-RW Bezel 8x DVD+/-RW 9.5mm Optical Disk Drive · Dell KB216 Wired Keyboard English · Dell Optical Mouse - MS116 (Black) · Trusted Platform Module (Discrete TPM Enabled) · No Anti-Virus Software

Qty	Part #	Description
		· ProSupport and Next Business Day Onsite Service Initial, 36 Month(s) · ProSupport and Next Business Day Onsite Service Extension, 24 Month(s)
5	96163	DELL P2225H 22" MONITOR 3 YR HDMI VGA DisplayPort
5	96129	MICROSOFT WIN10 IOT ENT 2021 LTSC VALUE
5	96012	WS_FTP PRO IPSWITCH
5	96127	Security Key - 1GB U40GTQHJD-10042-D Bitlocker
5	96137	YUBICO YubiKey 5
1	97-10049-01	Brother HL-EX415DSWV B&W Duplex Laser Report Printer
1	96016	STARTECH 6' USB 2.0 A-B CABLE - PRINTER
3	96079	Cisco FirePOWER 1010 ASA Firewall Appliance
3	96078	Cisco SmartNet Total Care 8x5xNBD F/FirePOWER 1010, 1YR
3	96118	Cisco PLR And Strong Encryption License
2	96026	D-LINK GIGABIT NETWORK SWITCH, 16 PORT
1	96132	Cradlepoint L950
1	96134	StarTech 8 Port 1U Rackmount KVM Console W/17" LCD
2	96171	STARTECH 6" VGA AND USB KVM CONSOLE CABLE

Note 1: Network cabling not stated above that may be required to connect to other equipment or facilities is not included.

Original Equipment/Software/Firmware

Qty	Item	Description
722	ExpressVote® Devices	ExpressVote® 2.1 BMD (ballot marking device) terminals
1	ElectionWare® EMS Software PYO	ElectionWare® election management software
1	EMS Software	Synthesized Audio Capability

Schedule A2 - Acceptance Testing Criteria

DS300 Acceptance Test

1. ☐ Verify DS300 is plugged into AC power.
2. ☐ Unlock and raise the top lid of the DS300 ballot box, raise the DS300 touch screen. Unit will power on automatically.
3. ☐ Insert EQC Media and Qualify DS300 for the election. Once prompted remove EQC Media.
4. ☐ Insert Election Media and enter election code.
5. ☐ Check Date, Time, and Time Zone.
6. ☐ Confirm Firmware version.
7. ☐ Press the Open Poll button and then press Go to Voting Mode.
8. ☐ The Ballot Status Accounting Report and Zero Report prints automatically.
9. ☐ Process predetermined test deck through tabulator.
During the ballot feeding process verify the following conditions
 - a. ☐ Use every ballot orientation during the process
 - b. ☐ Unplug DS300 to verify switchover to battery is successful
10. ☐ Upon completion of tests, press the POLLS CLOSED button inside the access door.
11. ☐ The unit will automatically print a Results Report. Verify the results with the known results from the pre-marked deck.
12. ☐ Clear the Test Results.
13. ☐ Power off and unplug the DS300.
14. ☐ Remove USB Media.
15. ☐ Lock the DS300.
16. ☐ Remove Test Deck from Ballot Bin.
17. ☐ Attach Configuration, Zero, and Results Report to Acceptance document.

S/N: Tested _____

Pass: _____

Fail: _____ Reason: _____

Tester Initials _____

DS950 Acceptance Test

1. ☐ Verify Scanner is plugged into UPS power and the UPS is turned on.
2. ☐ Verify Printer is connected to the Scanner via USB, connected to the UPS and is turned on.
3. ☐ Verify Printer has paper loaded.
4. ☐ Power on Scanner.
5. ☐ Insert EQC Media and Qualify Scanner for the Election. Once prompted remove EQC Media.
6. ☐ Insert Election Media and Load Election on Scanner. Once prompted remove Election Media.
7. ☐ Check Date, Time, and Time Zone.
8. ☐ Confirm Firmware version.
9. ☐ Check output trays are set to the correct ballot length.
10. ☐ Check the imprinter cartridge is present.
11. ☐ Enable scan screen sort options toggle.
12. ☐ Print zero report.
13. ☐ Process predetermined test deck through Scanner.
During the ballot feeding process verify the following conditions
 - a. ☐ Use every ballot orientation during the process.
 - b. ☐ Check the imprinted number, which is combination of the serial numbers, machine ID numbers, and town to which each machine is assigned.
 - c. ☐ Verify overvotes / blank ballots are sorted to the proper bin.
14. ☐ Toggle scan screen sort option to off to allow the overvotes and blanks to be tabulated.
15. ☐ Reprocess the sorted (overvotes / blanks) through the Scanner.
16. ☐ Save the batch and exit the scan screen.
17. ☐ Print a Results Report. Verify the results with the known results from the pre-marked deck.
18. ☐ Clear the Test Results.
19. ☐ Power off Scanner.
20. ☐ Remove Test Deck from Output Tray.
21. ☐ Attach Zero and Results Report to Acceptance document.

S/N: Tested _____

Pass: _____

Fail: _____ Reason: _____

Tester Initials _____

Logic & Accuracy Checklist

CHECKLIST FOR PUBLIC LOGIC AND ACCURACY TESTING

The L&A test ideally serves as a dress rehearsal for the actual election and should include the following key elements:

- ☐ A sample of available voting devices or 100%
- ☐ One or more early voting devices
- ☐ All vote-by-mail tabulators
- ☐ Test all automated independent audit system scanners to be used in the election
- ☐ Examination of ballot marking devices, along with the audio ballot and ADA accessories that are paired with the device (e.g. tactile device, visual display ballot, display contrast, ballot magnification)
- ☐ A pre-audited group of ballots, with a predetermined number of valid votes for each candidate, on each measure, to include one or more ballots with an overvote
- ☐ The test deck should include as many ballots as needed to accommodate a unique number of marks for each of the candidates and yes/no votes to ensure that the correct number of votes are counted for each candidate and each issue. The supervisor of elections has discretion whether or not to examine every ballot style.
- ☐ Upload of the results into the election management system
- ☐ Modem upload, if applicable
- ☐ Creation of the election night reporting in the XML file format²¹
- ☐ Submission of the election night reporting in the XML file format to the Division, if a test file has not been previously submitted
- ☐ Submission of a copy of the election database (preferably with uploaded L&A results) to BVSC within 24 hours.²² While the statute requires submission by certified mail, the division also accepts submissions to the SOE File Utility or BVSCReports@dos.myflorida.com.

²¹ § [102.141\(4\)](#), Fla. Stat.; [Rule 1S-2.053, Fla. Admin. Code](#)

²² § [101.5607\(1\)\(b\)](#), Fla. Stat.

Exhibit B Payment Schedule

The rates specified below shall be in effect throughout the Term, unless otherwise expressly stated below. Any work, goods, or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

Any travel expenses or fees incurred by Contractor under this Agreement shall be the sole responsibility of Contractor, unless otherwise expressly stated in this Agreement or applicable Work Authorization. The Deliverable Milestones below shall be invoiced by Contractor only after BCSOE provides written acceptance to Contractor of the applicable Deliverable Milestone.

Deliverable Milestones	Invoiced	%	Total
Initial Payment (includes implementation and project management services)	August 15, 2026	30%	\$3,906,962.10
Delivery of 1,500 DS300s	After delivery (August 2026)	15%	\$1,953,481.05
Delivery of 12 DS950s	After delivery (August 2026)	7.5%	\$976,740.53
Delivery of ExpressVote Software	After delivery (August 2026)	7.5%	\$976,740.53
Preliminary Acceptance of EMS software upgrade (Electionware EVS 6510) and Installation of EMS Network Servers at BCSOE Main Office	Upon Preliminary Acceptance (September 2026)	10%	\$1,302,320.70
Final Acceptance of entire System (tabulation equipment DS 300s and 950s, ExpressVote software upgrades, and EMS hardware and software)	Upon Final Acceptance (September 2026)	28%	\$3,646,497.96
Training and Project Management	Upon completion	2%	\$260,464.13
Total			\$13,023,207.00

The foregoing Total includes the following equipment, software, and firmware, which is itemized here only for information and is fully incorporated in the foregoing Total amount.

Quantity	Description	Unit Price	Extended Price
1,500	DS300 Poll Place Scanner and Tabulator: Model DS300 Scanner with Internal Backup Battery, One (1) 4GB CFast Card, Paper Roll, and One (1) 8GB Thumb Drive	\$6,110.00	\$9,165,000.00
1,500	Ballot Box with Power Supply and AC Cord	\$1,045.00	\$1,567,500.00
1,500	Wireless Modem (Verizon)	\$330.00	\$495,000.00
50	8GB Thumb Drive	\$245.00	\$12,250.00
722	8GB Innodisk	\$130.00	\$93,860.00
12	Model DS950 High-Speed Scanner and Tabulator: Model DS950 Scanner with Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Battery Backup, USB Cable, and Two (2) 8GB Thumb Drives	\$133,100.00	\$1,597,200.00
1,500	DS300 Equipment Installation	\$150.00	\$225,000.00
12	DS950 Equipment Installation	\$1,980.00	\$23,760.00
15	Project Management Day	\$2,250.00	\$33,750.00
1	Trade-In Allowance. Equipment Being Traded-In by Customer Includes*: 1,918 – DS200 Scanner 1,918 – DS200 Ballot Box 12 – DS850 Scanner	(\$575,500.00)	(\$575,500.00)
1	Shipping & Handling	\$216,000.00	\$216,000.00
1	Enhanced One-Time Trade-In Allowance	(\$116,400.00)	(\$116,400.00)
THIRD PARTY ITEMS			
5	DELL PEDGE R760 XEON SILVER 4510 2.4GZ 16GB 6x2TB PowerEdge R760 Server - Trusted Platform Module 2.0 V6 3.5" Chassis with up to 12 SAS/SATA Drives, LP Adapter PERC 11 - Intel Xeon Silver 4510 2.4G, 12C/24T, 16GT/s, 30M Cache, Turbo, HT (150W) DDR5-4400 - No Additional Processor - Heatsink for 1 CPU configuration (CPU greater than 165W) 5600MT/s RDIMMs - PERC H355 Adapter, Low Profile - No Energy Star - Dual, Hot Plug, Power Supply (1+1) Redundant 1400W 2U - Riser Config 8, 2x8 FH Slots (Gen4), 1x16 LP Slot (Gen4) - Broadcom 5720 Quad Port 1GbE BASE-T	\$17,035.00	\$85,175.00

Quantity	Description	Unit Price	Extended Price
	- Adapter, OCP NIC 3.0 • LOM Blank • PowerEdge 2U LCD Bezel • Windows Server 2025 Standard,16CORE,FI,No Med,No CAL, Multi Language • Cable Management Arm, 2U • ReadyRails Sliding Rails (B21) • Basic Next Business Day 36 Months • ProSupport and Next Business Day Onsite Service Initial, 36 Month(s) • ProSupport and Next Business Day Onsite Service Extension, 24 Month(s) • 16GB RDIMM, 5600MT/s, Single Rank • 2TB Hard Drive SATA ISE 6Gbps 7.2K 512n 3.5in Hot-Plug, AG Drive 161-BCQK - 6 - Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam) • Windows Server 2025 Standard,16CORE,Media Kit, Multi Lang, (Downgrade not included) • Windows Server 2025 Standard,16CORE,DF Recovery Image, Multi Lang, (Downgrade not included) • Windows Server 2025 Standard,No Media,WS2022 Std Downgrade DF Media, Multi Language • Windows Server 2025 Standard,No Media, WS2022 Std Downgrade w/DVD Media,Multi Lang • Windows Server 2025 Standard,No Media,WS2019 Std Downgrade DF Media, Multi Language • Windows Server 2025 Standard,No Media, WS2019 Std Downgrade w/DVD Media,Multi Lang 5-pack of Windows Server 2025/2022 Device CALs (Standard or Datacenter)		
1	TRIPP LITE SMC1500 2U RM 1500VA 1000W UPS SMART LCD (server)	\$1,100.00	\$1,100.00
5	CERBERUS FTP SERVER PRO LICENSE, 3 YR	\$6,327.00	\$31,635.00
1	MSFT WIN SRV 2022 CONNECTOR MLIC	\$3,174.00	\$3,174.00
5	Security Key - 1GB U40GTQHJD-10042-D Bitlocker	\$60.00	\$300.00
5	DELL PEDGE R760 XEON SILVER 4510 2.4GZ 16GB 6x2TB PowerEdge R760 Server • Trusted Platform Module 2.0 V6 • 3.5" Chassis with up to 12 SAS/SATA Drives, LP Adapter PERC 11 • Intel Xeon Silver 4510 2.4G, 12C/24T, 16GT/s, 30M Cache, Turbo, HT (150W) DDR5-4400	\$17,035.00	\$85,175.00

Quantity	Description	Unit Price	Extended Price
	- No Additional Processor - Heatsink for 1 CPU configuration (CPU greater than 165W) 5600MT/s RDIMMs - PERC H355 Adapter, Low Profile - No Energy Star - Dual, Hot Plug, Power Supply (1+1) Redundant 1400W 2U - Riser Config 8, 2x8 FH Slots (Gen4), 1x16 LP Slot (Gen4) - Broadcom 5720 Quad Port 1GbE BASE-T Adapter, OCP NIC 3.0 - LOM Blank - PowerEdge 2U LCD Bezel - Windows Server 2025 Standard,16CORE,FI,No Med,No CAL, Multi Language - Cable Management Arm, 2U - ReadyRails Sliding Rails (B21) - Basic Next Business Day 36 Months - ProSupport and Next Business Day Onsite Service Initial, 36 Month(s) - ProSupport and Next Business Day Onsite Service Extension, 24 Month(s) 16GB RDIMM, 5600MT/s, Single Rank 2TB Hard Drive SATA ISE 6Gbps 7.2K 512n 3.5in Hot-Plug, AG Drive 161-BCQK - 6 - Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam) - Windows Server 2025 Standard,16CORE,Media Kit, Multi Lang, (Downgrade not included) - Windows Server 2025 Standard,16CORE,DF Recovery Image, Multi Lang, (Downgrade not included) - Windows Server 2025 Standard,No Media,WS2022 Std Downgrade DF Media, Multi Language - Windows Server 2025 Standard,No Media, WS2022 Std Downgrade w/DVD Media,Multi Lang - Windows Server 2025 Standard,No Media,WS2019 Std Downgrade DF Media, Multi Language - Windows Server 2025 Standard,No Media, WS2019 Std Downgrade w/DVD Media,Multi Lang 5-pack of Windows Server 2025/2022 Device CALs (Standard or Datacenter)		
1	TRIPP LITE SMC1500 2U RM 1500VA 1000W UPS SMART LCD (server)	\$1,100.00	\$1,100.00
5	CERBERUS FTP SERVER PRO LICENSE, 3 YR	\$6,327.00	\$31,635.00
5	Security Key - 1GB U40GTQHJD-10042-D Bitlocker	\$60.00	\$300.00

Quantity	Description	Unit Price	Extended Price
5	DELL PRO SLIM PLUS XE5 Desktop • OptiPlex XE5 Small Form Factor XCTO • Intel Core Ultra 5 245 vPro (14 Cores, up to 5.1GHz) • 16GB (2x8GB) DDR5 Non-ECC Memory • 512GB Solid State Drive • Intel Integrated Graphics • DVD+/-RW Bezel 8x DVD+/-RW 9.5mm Optical Disk Drive • Dell KB216 Wired Keyboard English • Dell Optical Mouse - MS116 (Black) • Trusted Platform Module (Discrete TPM Enabled) • No Anti-Virus Software • ProSupport and Next Business Day Onsite Service Initial, 36 Month(s) • ProSupport and Next Business Day Onsite Service Extension, 24 Month(s)	\$1,820.00	\$9,100.00
5	DELL P2225H 22" MONITOR 3 YR HDMI VGA DisplayPort	\$203.00	\$1,015.00
5	MICROSOFT WIN10 IOT ENT 2021 LTSC VALUE	\$140.00	\$700.00
5	WS_FTP PRO IPSWITCH	\$85.00	\$425.00
5	Security Key - 1GB U40GTQHJD-10042-D Bitlocker	\$60.00	\$300.00
5	YUBICO YubiKey 5	\$85.00	\$425.00
1	Brother HL-EX415DSWV B&W Duplex Laser Report Printer	\$759.00	\$759.00
1	STARTECH 6' USB 2.0 A-B CABLE - PRINTER	\$8.00	\$8.00
3	Cisco FirePOWER 1010 ASA Firewall Appliance	\$1,195.00	\$3,585.00
3	Cisco SmartNet Total Care 8x5xNBD F/FirePOWER 1010, 1YR	\$146.00	\$438.00
3	Cisco PLR And Strong Encryption License	\$14.00	\$42.00
2	D-LINK GIGABIT NETWORK SWITCH, 16 PORT	\$207.00	\$414.00
1	Cradlepoint L950	\$1,500.00	\$1,500.00
1	StarTech 8 Port 1U Rackmount KVM Console W/17" LCD	\$2,040.00	\$2,040.00
2	STARTECH 6" VGA AND USB KVM CONSOLE CABLE	\$32.00	\$64.00
1	EMS Network Installation on Customer Premises Installation of EMS network performed on customer premises by ES&S Technical Services technician. ES&S technician travels onsite to complete physical installation related installation activities. Includes the installation, configuration, and testing of EMS network connectivity. Technical Services technician provides customer walkthrough of EMS network equipment while on-	\$22,000.00	\$22,000.00

Quantity	Description	Unit Price	Extended Price
	site. EMS installation summary documentation provided to customer upon completion of installation.		
1	EMS Shipping & Handling	\$3,378.00	\$3,378.00
GRAND TOTAL			\$13,023,207.00

***Note:** County is trading in 1,918 DS200 Scanners, 1,918 DS200 Ballot Boxes and 12 DS850 Scanners. Contractor is providing a trade-in credit as set forth above toward the purchase price of the new Products and Services. Contractor will coordinate and pay for the pickup and transportation of the trade-in equipment from County's site on a date to be mutually agreed upon by the parties. Contractor is responsible for preparing, packaging and palletizing the trade-in equipment for shipment. Contractor will dispose of such trade-in equipment in accordance with applicable Florida law with an accredited electronic equipment recycler and will provide County with a corresponding certificate of destruction for its records.

Recurring Fee Commencement and Escalation. All recurring equipment and firmware/software license, support, and maintenance fees shall be billed annually in advance and invoiced no earlier than ninety (90) days before the commencement of the applicable annual coverage period, with payment due net ninety (90) days. Fees for DS300 and DS950 equipment support and maintenance and firmware license, support, and maintenance commence one (1) year after Final Acceptance and no earlier than January 1, 2028 ("Warranty Period"). Fees for ExpressVote 2.1 BMD equipment support and maintenance, ElectionWare Software - PYO, Synthesized Audio Capability, and ExpressVote 2.1 BMD firmware are prorated for October 1 through December 31, 2026, and apply at the full annual amount beginning January 1, 2027.

Table 1 (Summary Table)

Description	Not to Exceed Amounts
ES&S Hardware Maintenance Fees	\$679,934.36
ES&S Software License, Maintenance and Support Fees	\$159,642.26
ES&S Firmware License, Maintenance and Support Fees	\$327,492.81
Total Maintenance Fees through December 31, 2028:	Not to Exceed \$1,167,069.43
<u>Terms & Conditions:</u>	
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:

The foregoing total of \$1,167,069.43 shall be invoiced and paid as follows:

\$5,170.80 invoiced on the Effective Date and due on or before September 1, 2026 for the Coverage Period of September 1, 2026 through December 31, 2026.

\$52,363.05 invoiced on September 1, 2026, and due on or before October 1, 2026 for the Coverage Period of October 1, 2026 through December 31, 2026.

\$224,964.58 invoiced on September 1, 2026, due on or before January 1, 2027 for the Coverage Period of January 1, 2027 through December 31, 2027.

\$884,571.00 invoiced on September 1, 2027, and due on or before January 1, 2028 for the Coverage Period of January 1, 2028 through December 31, 2028.

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

*These amounts are included in Table 1 Summary Table above,
and are delineated below for purposes of calculating the amounts for subsequent years.*

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee in Total
72	ExpressVote 2.1 BMD	9/1/2026 through 12/31/2026	\$141.28	\$3,390.72 (Pro-Rated)
Total Maintenance Fees for the Coverage Period September 1, 2026 through December 31, 2026				\$3,390.72
650	ExpressVote 2.1 BMD	10/1/2026 through 12/31/2026	\$141.28	\$22,958.00 (Pro-Rated)
Total Maintenance Fees for the Coverage Period October 1, 2026 through December 31, 2026				\$22,958.00
722	ExpressVote 2.1 BMD	1/1/2027 through 12/31/2027	\$141.28	\$102,004.16
Total Maintenance Fees for the Coverage Period January 1, 2027 through December 31, 2027				\$102,004.16
1500	Model DS300 Scanner	1/1/2028 through 12/31/2028	\$250.00	Subject to Annual Escalation Terms; Not to exceed \$375,000.00
12	Model DS950 Scanner	1/1/2028 through 12/31/2028	\$5,790.00	Subject to Annual Escalation Terms; Not to exceed \$69,480.00
722	ExpressVote 2.1 BMD	1/1/2028 through 12/31/2028	\$148.34	Subject to Annual Escalation Terms; Not to exceed \$107,101.48
Total Maintenance Fees for the Coverage Period January 1, 2028 through December 31, 2028				Not to exceed \$551,581.48
Total Hardware Maintenance Fees through December 31, 2028				Not to exceed \$679,934.36

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

*These amounts are included in Table 1 Summary Table above,
and are delineated below for purposes of calculating the amounts for subsequent years.*

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee in Total
1	ElectionWare Software – PYO	10/1/2026 through 12/31/2026	\$16,540.68 (Pro-Rated)
1	Synthesized Audio Capability	10/1/2026 through 12/31/2026	\$811.74 (Pro-Rated)
Total License, Maintenance and Support Fees for the Coverage Period October 1, 2026 through December 31, 2026			\$17,352.42
1	ElectionWare Software – PYO	1/1/2027 through 12/31/2027	\$66,162.71
1	Synthesized Audio Capability	1/1/2027 through 12/31/2027	\$3,246.97
Total License, Maintenance and Support Fees for the Coverage Period January 1, 2027 through December 31, 2027			\$69,409.68
1	ElectionWare Software – PYO	1/1/2028 through 12/31/2028	Subject to Annual Escalation Terms; Not to exceed \$69,470.84
1	Synthesized Audio Capability	1/1/2028 through 12/31/2028	Subject to Annual Escalation Terms; Not to exceed \$3,409.32
Total License, Maintenance and Support Fees for the Coverage Period January 1, 2028 through December 31, 2028			Subject to Annual Escalation Terms; Not to exceed \$72,880.16
Total Software License, Maintenance and Support Fees			Not to exceed \$159,642.26

FIRMWARE

*These amounts are included in Table 1 Summary Table above,
and are delineated below for purposes of calculating the amounts for subsequent years.*

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee in Total
72	ExpressVote 2.1 BMD	9/1/2026 through 12/31/2026	\$74.17	\$1,780.08 (Pro-Rated)
Total License, Maintenance and Support Fees for the Coverage Period September 1, 2026 through December 31, 2026				\$1,780.08
650	ExpressVote 2.1 BMD	10/1/2026 through 12/31/2026	\$74.17	\$12,052.63 (Pro-Rated)
Total License, Maintenance and Support Fees for the Coverage Period October 1, 2026 through December 31, 2026				\$12,052.63

722	ExpressVote 2.1 BMD	1/1/2027 through 12/31/2027	\$74.17	\$53,550.74
Total License, Maintenance and Support Fees for the Coverage Period January 1, 2027 through December 31, 2027				\$53,550.74
1500	Model DS300 Scanner	1/1/2028 through 12/31/2028	\$117.00	\$175,500.00
12	Model DS950 Scanner	1/1/2028 through 12/31/2028	\$2,365.00	\$28,380.00
722	ExpressVote 2.1 BMD	1/1/2028 through 12/31/2028	Subject to Annual Escalation Terms (not to exceed \$77.88)	Subject to Annual Escalation Terms; Not to exceed \$56,229.36
Total License, Maintenance and Support Fees for the Coverage Period January 1, 2028 through December 31, 2028				Not to exceed \$260,109.36
Total Firmware License, Maintenance and Support Fees				Not to exceed \$327,492.81

ANNUAL ESCALATION TERMS:

For time periods commencing January 1, 2029, all annual rates are subject to annual increases as follows:

- For Hardware and Firmware License, Maintenance, and Support for Model **DS300 Scanner**, the annual increase shall be **zero percent (0%)** through **December 31, 2030**, and thereafter shall not exceed the Maximum Annual Increase (as defined below) commencing **January 1, 2031**.
- For Hardware and Firmware License, Maintenance, and Support for **Model DS950 Scanner**, the annual increase shall not exceed **three percent (3%)** for time periods through **December 31, 2031**, and thereafter at a rate that shall not exceed the Maximum Annual Increase (as defined below).
- All other Products shall be subject to the Maximum Annual Increase (as defined below).

Maximum Annual Increase: Annual increases when applicable (as indicated above) shall not exceed five percent (5%) over the rate of the immediately preceding year. Contractor shall invoice BCSOE for applicable Products and Services at least 90 days in advance of the commencement of the applicable annual period, and such invoiced rates shall not exceed the maximum increase stated herein. All Contractor invoices are payable by County or BCSOE on or before the commencement of the applicable annual period (i.e., the new coverage period).

Optional Services and Additional Support Services:

Description	Maximum Fee
Consulting (including Transition & Disentanglement Services)	\$500/hour
The Per-Unit Fees if County or BCSOE requests more than one Routine Maintenance visit in a 12-month period	55% of the applicable then current maintenance fee per unit
Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location	The Per Unit shall be \$25.00 per unit for all units located at second or more locations
Surcharge for Emergency Repair Services	The daily maintenance service rate in effect at the time such service is requested (not to exceed \$500 per day)

Exhibit C Security Requirements

County's Enterprise Technology Services Security Requirements Exhibit – High Risk

1. Definitions

1.1. County Data means the data and information (including text, pictures, sound, graphics, video and other data) relating to County, BCSOE, or their employees or subcontractors and any third parties, or made available or provided by County, BCSOE or their subcontractors and any third parties to Contractor, for or in the performance of this Agreement, including all derivative data and results derived therefrom, whether or not derived through the use of the Contractor's services, whether or not electronically retained, and regardless of the retention media.

All other capitalized terms not expressly defined within this exhibit shall retain the meaning ascribed to such terms in the Agreement (and if not so defined, then the plain language meaning appropriate to the context in which it is used).

2. County Network Access

2.1. County Network Access. If Contractor will have access to any aspect of County's network via an Active Directory account, onsite access, remote access, or otherwise, Contractor must:

2.1.1. comply at all times with all applicable County access and security standards, regulatory requirements, policies, and procedures related to County's network, as well as any other or additional restrictions or standards for which County provides written notice to Contractor;

2.1.2. provide any and all information that County may reasonably request in order to determine appropriate security and network access restrictions and verify Contractor's compliance with County security standards;

2.1.3. provide privacy and cybersecurity training to its employees with access to County's network upon hire and at least once annually; and

2.1.4. notify County of any terminations or separations of Contractor's employees who had access to County's network.

In addition, for any remote access to County's network, Contractor must:

2.1.5. utilize secure, strictly-controlled industry standards for encryption (e.g., Virtual Private Networks, Multi-Factor Authentication (MFA), passphrases), and safeguard County Data that resides in or transits through Contractor's internal network from unauthorized access and disclosure;

2.1.6. utilize only connections that are under Contractor's complete control or under the complete control of a person or entity authorized in advance by County in writing; unencrypted third-party public Wi-Fi networks are not permitted to be used to connect to County's network;

2.1.7. utilize only equipment that contains antivirus protection software with current signatures, a currently supported and fully patched operating system, firmware, and third-party applications that are configured for least privileged access;

2.1.8. utilize, at a minimum, industry standard security measures, as determined in County's sole discretion, to safeguard County Data that resides in or transits through Contractor's internal network from unauthorized access and disclosure; and

2.1.9. activate remote access from Contractor and its approved Subcontractors into the County network only to the extent necessary to perform Services under this Agreement, deactivating such access immediately after use.

If at any point in time County, in the sole discretion of its Chief Information Officer (CIO), determines that Contractor's access to any aspect of County's network presents an unacceptable security risk, or if Contractor exceeds the scope of access required to perform the required Services under the Agreement, County may immediately suspend or terminate Contractor's access and, if the risk is not promptly resolved to the reasonable satisfaction of the County's CIO, may terminate this Agreement or any applicable Work Authorization upon ten (10) business days' notice (including, without limitation, without restoring any access to County network to Contractor).

3. Data and Privacy

Data and Privacy. To the extent applicable to the Services being provided by Contractor under the Agreement, Contractor shall comply with all applicable data and privacy laws and regulations, including without limitation Florida Statutes Section 501.171 and Chapter 119, and shall ensure that County Data processed, transmitted, or stored by Contractor or in Contractor's system is not accessed, transmitted or stored outside the United States. Contractor shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification or cybersecurity incident information (as defined by Florida Statutes Sections 501.171, 817.568, or 817.5685, or Chapter 119, as amended) that Contractor may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If applicable and requested by County, Contractor shall ensure that all hard drives or other storage devices and media that contained County Data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

4. Cybersecurity Incidents

Cybersecurity Incidents. Contractor shall report any cybersecurity incident or ransomware incident (as those terms are defined in Section 282.0041, Florida Statutes) impacting or relating to County Data (including but not limited to servers or fail-over servers) to County, including the details required by Section 282.3185(5)(a), in sufficient time to reasonably permit County to timely comply with any required reporting under Section 282.3185(b) and no later than twenty-four (24) hours after becoming aware of such breach (or such shorter time period as may be required under applicable law), unless an extension is granted by County's CIO. Contractor shall provide County with a detailed incident report within five (5) days after becoming aware of the breach, including remedial measures instituted and any law enforcement involvement. Contractor shall fully cooperate with County on incident response, forensics, and investigations into Contractor's infrastructure as it relates to any County Data or County applications.

BCSOE Technology Services Security Requirements

Additional Definitions.

"BCSOE Data" means the data and information (including text, pictures, sound, graphics, video, and other data) relating to BCSOE or its employees or agents, or made available or provided by BCSOE or its agents to Contractor, for or in the performance of this Agreement, including all derivative data and results derived therefrom, whether or not derived through the use of the Contractor's Services, whether or not electronically retained, and regardless of the retention media.

All other capitalized terms not expressly defined within this exhibit shall retain the meaning ascribed to such terms in the Agreement or applicable Work Authorization (and if not so defined, then the plain language meaning appropriate to the context in which it is used).

1. Security and Access Generally. If Contractor will have access to any aspect of BCSOE's network via an Active Directory account, onsite access, remote access, or otherwise, in addition to any additional requirements set forth in the applicable Work Authorization(s), Contractor must:

- (a) comply at all times with all applicable BCSOE access and security standards, policies, and procedures related to BCSOE's network, as well as any other or additional restrictions or standards for which BCSOE provides written notice to Contractor;
- (b) provide any and all information that BCSOE may reasonably request in order to determine appropriate security and network access restrictions and verify Contractor's compliance with BCSOE security standards;

- (c) provide privacy and information security training to its employees with access to BCSOE's network upon hire and at least once annually; and
- (d) notify BCSOE of any terminations or separations of Contractor's employees who had access to BCSOE's network.

2. Remote Access. In addition to the security and access requirements above and any applicable Work Authorization(s), for any remote access to BCSOE's network, Contractor must:

- (a) utilize secure, strictly-controlled industry standards for encryption (e.g., Virtual Private Networks) and passphrases and safeguard BCSOE Data that resides in or transits through Contractor's internal network from unauthorized access and disclosure;
- (b) ensure the remote host device used for access is not connected to any other network, including an unencrypted third party public Wi-Fi network, while connected to BCSOE's network, with the exception of networks that are under Contractor's complete control or under the complete control of a person or entity authorized in advance by BCSOE in writing;
- (c) enforce automatic disconnect of sessions for remote access technologies after a specific period of inactivity with regard to connectivity into BCSOE infrastructure;
- (d) utilize equipment that contains antivirus protection software, an updated operating system, firmware, and third party-application patches, and that is configured for least privileged access;
- (e) utilize, at a minimum, industry standard security measures, as determined in BCSOE's sole discretion, to safeguard BCSOE Data that resides in or transits through Contractor's internal network from unauthorized access and disclosure; and
- (f) activate remote access from Contractor and its approved subcontractors into BCSOE network only to the extent necessary to perform Services under this Agreement, deactivating such access immediately after use.

If at any point in time BCSOE, in the sole discretion of BCSOE, determines that Contractor's access to any aspect of BCSOE's network presents an unacceptable security risk, or if Contractor exceeds the scope of access required to perform the required Services under any Work Authorization, BCSOE may immediately suspend or terminate Contractor's access and, if the risk is not promptly resolved to the reasonable satisfaction of BCSOE, may terminate this Agreement or any applicable Work Authorization upon ten (10) business days' notice (including, without limitation, without restoring any access to BCSOE network to Contractor).

Exhibit D Support and Maintenance

Article I General

1. **Support and Maintenance Minimum Standards.** Contractor shall provide County and BCSOE with Support and Maintenance so as to ensure and maintain optimal performance of the Products and System consistent with the Statement of Work and the Documentation, which service shall include the following minimum services:

a. Timely response and resolution of any errors, defects, malfunctions, or other issues affecting the use or performance of the Products or System (collectively, "Events") in keeping with the Required Response Times stated below;

b. Providing and facilitating the installation of updates, upgrades, and releases as they are made available to Contractor's other clients in accordance with the terms set forth herein;

c. Notifying BCSOE of patches and updates affecting security, and applying, testing, validating and certifying the appropriate patches and updates;

d. On-call availability via telephone and e-mail during Business hours to receive and respond to inquiries or questions from BCSOE regarding use, operation, or functionality of the Products or System;

e. Emergency availability via telephone and e-mail after hours to receive and respond to specific technical problems and questions relating to the operation or functionality of the Products or System;

f. Use of ongoing reasonable efforts to maintain the optimal functioning of the Products and System, to assist in correcting programming and coding errors, and to provide solutions to known errors affecting the operation of the Software; and

g. Routine notification to BCSOE as it becomes available of new or updated information pertaining to the Products, System, or the Documentation.

2. **Location and Method of Support.** Support and Maintenance shall be provided via telephone, electronic communication, on-site, or as otherwise appropriate to address the issue. Any update, upgrades, releases, or other modifications to the Software shall be provided in accordance with the terms of the Agreement. To the extent necessary to resolve an Event or other support request, Contractor shall provide support on-site at BCSOE's premises or polling location, as requested by BCSOE. Contractor agrees that its personnel shall be suitably trained in the operation, support, and maintenance of the Software. If in the reasonable opinion of BCSOE, the personnel provided are not acceptable, Contractor agrees to provide suitable replacements.

3. **Required Response Times.** Upon notice by BCSOE of an Event, Contractor shall address and resolve the Event consistent with the following priority, response, and resolution levels:

Priority Description	Definition	Response Time After Notice	Resolution Time after Notice
Critical	Event that renders the Products, System, and/or interfaces inoperable or allows unauthorized access.	1 hour during Business hours; or within 1 hour of beginning of next business day if outside of Business hours	Work until corrected
Severe	Event that results in a significant impairment of performance of the Products or System or impairs essential operations or allows unauthorized access.	1 hour during Business hours; or within 1 hour of beginning of next business day if outside of Business hours	Work until corrected during Business hours
Minor	Event that has minor impact to BCSOE's business and that does not impact normal operation of the Products or System.	2 hours during Business hours; or next business day if outside of Business hours	Future patch or release
Minimal	Event that has minimal impact or no impact on County's business.	2 hours during Business hours; or next business day if outside of Business hours	Future release

Notwithstanding the above-stated schedule, Contractor shall use its continuing reasonable efforts to correct the Event as expeditiously as it can. The Priority Description for each error or issue shall be reasonably determined by the Contract Administrator.

County or BCSOE has access to the Contractor Help Desk for assistance. The County or BCSOE receives priority on service calls, response time, and on certified Contractor parts inventory.

4. **Records and Reports.** Unless otherwise approved by the Contract Administrator, Contractor will maintain records of all Support and Maintenance requested and/or provided, which shall include at least the following:

- a. Date, time, and name of contact for each Event;
- b. Date and time of response by Contractor;
- c. Description of Event and analysis of error, defect, or other issue causing Event;
- d. All steps and actions taken to resolve the Event;
- e. Date and time of resolution and County representative notified of resolution; and
- f. All equipment and/or labor costs associated with resolution.

At the request of County, Contractor shall provide monthly reports of the foregoing records as well as statistics of Contractor's average monthly compliance with the Required Response Times.

5. **DownTime Maintenance Credit.** If a Severe or Critical Event is not resolved or reduced to Minor or Minimal priority level in accordance with the table in Section 3 above after notice to Contractor, Contractor will refund or credit, as applicable, to County five percent (5%) of the monthly fee (or monthly pro rata equivalent, if the fee is other than monthly) for Support and Maintenance directly associated with the affected unit(s) of Contractor Hardware (as defined below) unless the Contract Administrator determines, in their sole discretion, that Contractor utilized best efforts to implement and is actively pursuing an appropriate plan for prompt resolution. Such refunds will be paid within ten (10) days or, at County's option, may be credited against future sums due to Contractor. This refund or credit, as applicable, shall be in addition to any other remedy that is available in the event of a breach of the Agreement.

Article II

Hardware Maintenance and Support

1. **Routine Contractor Equipment Maintenance Services.** Subject to the payment of all applicable Maintenance and Support fees, Contractor shall provide such services as may be necessary to keep the Equipment, excluding Third Party Items ("Contractor Hardware") working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by Contractor pursuant to this Section 1 are referred to herein as "Routine Maintenance Services." Routine Maintenance Services shall be provided for Contractor Hardware, once every **twelve (12) months** at no additional cost to County or BCSOE. Routine Maintenance Services shall include inspection, cleaning, lubrication, diagnostic check, and calibration services.

Inspection includes:

- Service performed by a Contractor trained and certified technician.
- Performance of factory approved diagnostics on the unit, identifying, and making adjustments where necessary as indicated by the testing.
- Replacement of worn or defective 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 Product.

The Routine Maintenance Services shall not include the repair or replacement of any Contractor Hardware components that are consumed in the normal course of operating the Contractor Hardware, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). Contractor may modify and make available additional Consumables as they may become available from time to time. County or BCSOE may request that Routine Maintenance Services be performed more than once during a twelve-month period during the Initial Term or Renewal Term. 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 Exhibit B and shall be due within thirty (30) days after invoice date. Contractor will schedule the Routine Maintenance Services with County or BCSOE. Routine Maintenance Services will be provided at County or BCSOE's Designated Location, unless otherwise agreed by the Parties. County or BCSOE's "Designated Location" shall mean County or BCSOE's owned or leased facility at which County or BCSOE desires Contractor to perform the Contractor Hardware Maintenance Services.

2. **Equipment Repair Services.** To the extent necessary or requested by BCSOE, Contractor will perform Repair Services for the Contractor Hardware at no additional cost to BCSOE or County except as follows: If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by Contractor, (2) use, modification, dismantling, disassembly, or transfer to third party without Contractor's prior written consent, (3) accident, theft, vandalism, neglect, abuse, liquid contact, use of adhesive materials on ballots or use that is not in accordance with instructions or specifications furnished by Contractor, (4) causes beyond the reasonable control of Contractor or County or BCSOE, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, or rodent infestation, or (5) because BCSOE does not promptly notify Contractor after it knows of a material defect or malfunction, then County or BCSOE shall pay Contractor for those Repair Services at Contractor's then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by Contractor and County or BCSOE. 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 County's or BCSOE's location if such repairs are not election critical. Contractor Equipment may be sent to Contractor's Depot location for repairs at a time to be mutually agreed upon by Contractor and County or BCSOE.

If County or BCSOE requires Contractor to provide "emergency" Repair Services (which shall be defined as Repair Services that are required to be provided by Contractor within 48 hours after County or BCSOE notifies Contractor of the need therefor), and such Emergency Repair Services are not needed as a result of an action, error, or omission by Contractor, County or BCSOE shall pay a surcharge, as set forth on Exhibit B.

3. **Equipment Loaner Unit.** At County or BCSOE's request and if such product is available, Contractor shall use reasonable efforts to promptly make available to County or BCSOE 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, County or BCSOE shall pay Contractor for the use of the Loaner Unit at Contractor's then-current rates including the cost of shipping, if applicable.

4. **Exclusions.** Contractor has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"), or (iii) repair any Product from which the serial number has been removed or altered. In addition, Contractor may, at any time in its discretion, determine that any Product is no longer fit for Contractor 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; in such instances, the Parties shall agree upon an appropriate resolution, which may include removal of the Contractor Hardware from support under this Agreement and a pro-rata refund to County or BCSOE of the Support and Maintenance Fees attributable to the remainder of the applicable annual period for that Product.

5. **Sole Provider; Access.** County or BCSOE shall not permit any individual other than an Contractor Representative to provide maintenance or repairs with respect to the Contractor Hardware unless otherwise approved by Contractor. County or BCSOE shall provide Contractor Representatives with all information necessary to enable them to provide Support and Maintenance Services. County or BCSOE shall provide all necessary access to the Contractor Hardware and adequate working space for all Services to be performed, including sufficient heat, lights, ventilation, electric current and outlets.

6. **Environmental Conditions.** Contractor Hardware should be stored in a clean, dry and secure environment. During the storage and operation of the Contractor Hardware, the temperature and moisture ranges should be maintained in accordance with the Contractor Hardware's Documentation.

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

or replacements, or (ii) shall not provide any Contractor Hardware Maintenance Services with respect to such Product(s).

ARTICLE III
SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **License and Support Services Provided.** Contractor shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the Software, excluding Third Party Items, ("Contractor Software"), to allow County or BCSOE to continue to license and use the software in accordance with the license terms set forth in Agreement 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 Contractor and each party's obligations with respect to such services are set forth below.

2. **Updates.** During the Initial Term, or any Renewal Term, Contractor shall continue to provide Updates in accordance with the terms of the Agreement.

3. **Conditions.** To the extent necessary or requested by BCSOE, Contractor will perform Repair Services for the Contractor Software at no additional cost to BCSOE or County except as follows: Contractor shall not provide Software License, Maintenance and Support for any item of Contractor Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by Contractor, (b) use, modification, dismantling, or transfer to third party without Contractor's prior written consent, (c) accident, theft, vandalism, neglect, abuse, liquid contact or use that is not in accordance with the Documentation, (d) causes beyond the reasonable control of Contractor or County or BCSOE, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (e) County or BCSOE's failure to timely and properly install and use the most recent update provided to it by Contractor, or (f) County or BCSOE's failure to promptly notify Contractor after County or BCSOE knows of the need for such services. Any such excluded 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 and/or Third-Party Items or any services required in order to replace the same as a result of items set forth in this Section 3 or as a result of County or BCSOE's actions or inactions shall be billable to County or BCSOE at Contractor's then current rates.

4. **Software License, Maintenance and Support Services Provided by Contractor under the Agreement.**

- a. Telephone Support.
- b. Issue Resolution.

- c. Technical Bulletins will be available through County's or BCSOE's Web-based portal.

5. County and BCSOE Responsibilities.

(a) County and BCSOE shall have completed training session for each Product at a proficiency level to successfully use the hardware (firmware) and software products. County and BCSOE shall have the ability to change accessible consumable items on hardware. Any other changes made by the customer must be pre-approved in writing by Contractor.

(b) County and BCSOE shall have reviewed a complete set of User Manuals.

(c) County and BCSOE shall be responsible for the installation and integration of any third-party hardware or software application or system purchased by the County and BCSOE, unless otherwise agreed upon, in writing, by the parties.

(d) County and BCSOE shall be responsible for data extraction from Customer's voter registration system.

(e) County and BCSOE shall be solely responsible for implementation of any physical, network, or other security protocols that are necessary for the proper operation of the Contractor Equipment and Contractor Software.

(f) County and BCSOE shall be responsible for the design, layout, set up, administration, maintenance, or connectivity of the Customer's network.

(g) County and BCSOE shall be responsible for the resolution of any errors associated with the County's or BCSOE network or other hardware and software not purchased or recommended by Contractor and not otherwise identified in the User Guides as part of Contractor's Hardware and Software.

(h) County and BCSOE shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-Contractor Ballot Partner Printers ballots.

(i) County and BCSOE shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at Contractor's then current rates.

Exhibit E Minimum Insurance Requirements

Project: Voting Equipment and Software Purchase
Agency: Broward County Supervisor of Elections

TYPE OF INSURANCE	ADDL INSD	SUBR WVVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☐ XCU Explosion/Collapse/Underground ☒ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☒	☒	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	 \$1,000,000 	 \$2,000,000
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services project.</i>			Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	 \$1,000,000 	
☐ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
☒ WORKERS' COMPENSATION <i>Note: U.S. Longshorem & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYER'S LIABILITY			Each Accident	\$500,000	
☒ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) / TECHNOLOGY ERRORS & OMISSIONS	N/A		Each Claim:	\$2,000,000	
			*Maximum Deductible:	\$100,000	
☒ CYBER LIABILITY	☒	☒	Each Claim:	\$2,000,000	
			*Maximum Deductible:	\$100,000	
Description of Operations: Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. County shall be provided 30 days' written notice of cancellation, 10 days' notice of cancellation for non-payment. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					
CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301 Digitally signed by COLLEEN POUNALL Date: 2026.07.17 10:12:01 -04'00' Risk Management Division					

**Exhibit F
Work Authorization**

Agreement: [Title, Date, Contract Number]

Work Authorization No. _____

This Work Authorization is between Broward County and Contractor pursuant to the Agreement. Contractor affirms that the representations and warranties in the Agreement are true and correct as of the date this Work Authorization is executed by Contractor. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

The time period for this Work Authorization will be from the date of County's Notice to Proceed until [] () days after the Notice to Proceed, unless otherwise extended or terminated by the Contract Administrator.

Services to be provided:

[COMPOSE SIMPLE SUMMARY]

See Exhibit A for additional detail.

The applicable not-to-exceed amount stated in the Agreement for the Optional Services at issue is \$[].

The total fee for goods and services under this Work Authorization is \$[] ("Total Fee").

The Total Fee shall be invoiced by Contractor upon written acceptance by County of all goods and services required to be provided under this Work Authorization.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Work Authorization No. [REDACTED], effective as of the date the last party signs this Work Authorization No. [REDACTED].

County

Broward County, by and through
its [REDACTED]

By: _____
[REDACTED] Title

____ day of _____, 202__

Contract Administrator

By: _____
(Date)

Project Manager

By: _____
(Date)

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
[REDACTED] (Date)
Senior/Assistant County Attorney

Contractor

By: _____
Authorized Signer

Print Name and Title

____ day of _____, 20__