



Contract Number: 2024-01

**Title: Contract for Voter Tabulation System
And Election Management System Between**

State of Connecticut

AND

**Election Systems &
Software, LLC**

This Contract (as hereinafter defined) is made by and between, Election Systems & Software, LLC, a limited liability company existing under the laws of Delaware with a principal place of business at 11208 John Galt Boulevard, Omaha, NE (the "Contractor") and State of Connecticut with principal offices at State Capitol, Room 104, Hartford CT 06105 (the "State") in accordance with Title 4a Chapter 58 of the Connecticut General Statutes

The Contractor and the State agree as follows:

1. Definitions

The following definitions apply in this Contract, except to the extent modified in Exhibit A, Deliverables Document, in which case Exhibit A, Deliverables Document controls.

a. Acceptance

Determination made by the Office of the Secretary of the State ("Client Agency") upon successful User Acceptance Test conducted at each Municipality that the Deliverable has satisfied the Acceptance Criteria itemized in the Statement of Work ("Statement of Work"), performs to the Specifications, and fulfills the business and technical requirements of this Contract.

b. Acceptance Criteria

Client Agency requirements for Deliverable Acceptance shall consist of the Acceptance Testing Criteria set forth in Exhibit C.

c. Acceptance Date

The date the Client Agency accepts a Deliverable or System in accordance with this Contract.

d. Administrator

A designated Client Agency representative who is responsible for managing the Client Agency's and Municipalities access to Licensed Software.

e. Business Day

A day of the week recognized by the Client Agency as a workday, exclusive of Saturdays, Sundays and any State or federal holiday. Unless specifically designated as "Business Day" all references to "day" shall mean calendar day.

f. Claims

All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any forum.

g. Client Agency

The State of Connecticut, Office of the Secretary of the State with a principal place of business of 165 Capitol Avenue, Hartford, CT 06106, which is authorized and chooses to make purchases under and pursuant to the terms of this Contract.

h. Client Agency Data

Any data or information of the Client Agency that Contractor receives or creates by any means and in any form in connection with this Contract, Deliverables or Performance, including data and information with respect to any one or more of the following: databases, systems, operations, facilities, and regulatory compliance.

i. Reserved

j. Confidential Information

Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number and residential address, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation, any Contractor business information, trade secrets, financial information, proprietary information disclosed to Client Agency. Without limiting the foregoing, Confidential Information shall also include any information that Client Agency classifies as "confidential" or "restricted." Confidential Information does not include, however, information which the recipient thereof ("Recipient") can demonstrate (a) is or becomes generally available to the public other than as a result of a disclosure by any of Recipient's representatives, (b) was available to Recipient on a non-confidential basis prior to its disclosure by the party from a person who is not otherwise bound by a confidentiality agreement with the party or its representatives, or is not otherwise prohibited from transmitting the information to Recipient, (c) becomes available to Recipient on a non-confidential basis from a person other than the party who is not otherwise bound by a confidentiality agreement with the party or its representatives, or is not otherwise prohibited from transmitting the information to Recipient, or (d) is independently developed by Recipient prior to its disclosure hereunder. As used in this Contract, the term "person" shall be broadly interpreted to include, without limitation, any corporation, municipal organization, government organization, company, partnership or individual. As used in this Agreement, "Representatives" of any party means, collectively, its affiliates and the directors, officers, employees, agents, advisors and controlling persons of such party and its affiliates.

k. Confidential Information Breach

Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the Client Agency; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Client Agency, the Contractor, or State.

l. Contract

This CT Source Contract #2024-01 and all attachments and exhibits hereto and all purchase orders issued hereunder. In the event of a conflict between the terms and conditions of this CT Source Contract # 2024-01 and any attachment or exhibit hereto, or a purchase order issued hereunder, the conflict shall be resolved in the following order of precedence:

- Exhibits
- CT Source Contract #2024-01;
- Purchase Orders

m. Contractor IP

Contractor's materials and other intellectual property (1) in existence prior to this Contract, (2) created, developed, or acquired during the Term but not exclusively for the State or the Client Agency, or (3) identified as Contractor IP in the applicable SOW; or (4) otherwise developed or acquired independent of this Contract and employed by the Contractor in connection with the Deliverables. Contractor IP does not include data and information created or stored in connection with this Contract which data shall remain the property of the Client Agency and be made available to Client Agency upon request.

n. Contractor Parties

Contractor's members, principals, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity or with whom Contractor contracts to Perform under this Contract in any capacity.

o. Corrective Action Plan, or CAP

A detailed written plan produced by Contractor at the request of the Client Agency to correct or resolve a Breach identified by the Client Agency in accordance with the Breach section of this Contract.

p. Deliverable

Each (1) Good, Service, Maintenance Services, Improvement, Material, Documentation, System, process or information of any type, whether stand-alone or intended as part of the integration of the System with existing hardware or software of the State, and whether or not used for administrative, maintenance, consulting, training, data warehousing, operations, support, hosting, or fulfillment of Performance; and (2) warranty of a Deliverable(s) that is listed in the pricing schedule of the Deliverables Document or provided by Contractor as an element of Contractor's overall approach and solution to the requirements of this Contract. Any one of them or a combination of any of them may be developed or produced by Contractor or by a third party as a supplier or subcontractor to Contractor.

q. Deliverables Document

Exhibit A which sets forth and describes the Deliverables and unit pricing for each Deliverable that are to be provided or made available to the State under this Contract or in a Statement of Work (as hereinafter defined), as applicable, and the specific requirements and terms applicable to those Deliverables.

r. Documentation

All Specifications; all technical, systems and user reference manuals; all System documentation related to each component of the System, Deliverables and processes; and any Improvements to any of them.

s. Reserved

t. Force Majeure Event

Strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war, acts of terrorism, failure of or inadequate permanent power, fire, flood, earthquake, hurricane, tornado, pandemics, shelter in place orders, lockdowns, transportation interruptions, epidemics, natural disasters, and acts of God.

u. Goods

All things which are movable, including, but not limited to, supplies, materials, equipment, hardware, software, specially manufactured things, a component incorporated into another thing and things that are attached to real property and that may be severed from the real property without material harm to the things.

v. Goods or Services

Goods, Services or both, as specified in the Solicitation and set forth in Exhibit A, Deliverables Document.

w. Go-Live Date

The date of enterprise-wide installation of the System, upon and after which the System must Perform enterprise-wide in accordance with the Documentation, as the date may be extended from time to time in accordance with this Contract.

x. Hosting Environment

Collectively the platform, environment, and conditions on, in, or under which the Licensed Software is intended to be installed and operate, as set forth in this Contract and the Contract Exhibits, including such structural, functional and other features, conditions and components as hardware, operating software, System architecture and configuration.

y. Hosted Services

The provision, management, operation, support, warranty and maintenance of the Licensed Software within the Contractor's setting or location including Contractor's services identified in Exhibit A, Deliverables Document.

z. Improvement

Any Contractor changes, patches, corrections, repairs, replacements, additions, modifications, enhancements, updates, releases, revisions, error fixes, bug fixes or any new versions of Deliverables, or any combination of the foregoing, that are to be or may be provided as a Deliverable from time to time. An Improvement may serve any purpose. Improvements do not include upgrades to software for which Contractor charges its customers, or upgrades by a Licensor that is charging Contractor for such upgrade.

aa. Reserved

bb. Reserved

cc. Licensed Software

Contractor's proprietary software and firmware products licensed by Contractor in connection with the Deliverables, for which the Client Agency, Municipalities or the State acquire a personal, non-exclusive, revocable, non-transferable license to access and use, but does not acquire the Licensor's title to such software products in accordance with the terms and conditions of the SMA attached hereto as Exhibit B.

dd. Licensor

The party who licenses all or any part of a Deliverable either to the State or the Municipalities, in the case of the Contractor, or to the Contractor, in the case of a third-party provider.

ee. Maintenance Services

The software and process support services described in this Contract, or a Statement of Work, as applicable.

ff. Reserved

gg. Material

A level of significance that would have affected any decision of a reasonable person in the Client Agency's position regarding whether to agree to a particular provision or would affect any decision of a reasonable person in the Client Agency's position whether to enter into this Contract.

hh. Municipal Agreement

An agreement between Client Agency and a Municipality regarding ownership and responsibility for Goods and Services, Improvement, Licensed Software and Maintenance Services and agreement to be bound by all terms and conditions of this Contract, including but not limited to all exhibits attached hereto, to the same and full extent as if the Municipalities had executed this Contract as of the Effective Date hereof.

ii. Municipalities

Any city, borough or town within the State of Connecticut.

jj. Perform

All acts and things of the parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Contract fully, including the Deliverables and all other Contract obligations. The word "Perform" includes all parts of speech.

kk. Performance Criteria

Operation of the Deliverables in compliance with all Specifications and Documentation and complying with the requirements of this Contract and a Statement of Work, as applicable.

ll. Pilot Program

A limited installation of the Deliverables to select Municipalities scheduled prior to Full Performance designed to test Deliverables in a live environment over the course of a single

election or primary after which, if performance is satisfactory to Client Agency, the performance of the Statement of Work (as hereinafter defined) may proceed.

mm. Reserved

nn. Reserved

oo. Purchase Order

A written or electronic document that the Client Agency or a Municipality issues for one or more Deliverables in accordance with the terms of this Contract.

pp. Records

All working papers and such other information and materials furnished or prepared by the Contractor in Performing including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

qq. Replacement Deliverable

Any new Deliverable that replaces a previously accepted Deliverable.

rr. Reserved

ss. Services

The labor or work, necessary or appropriate for the Contractor to Perform.

tt. Site

Location(s) specified by the Client Agency or Municipalities where Deliverables are to be installed, Services rendered, or materials furnished.

uu. Software Maintenance Agreement (“SMA”)

Hardware Maintenance and Software License, Maintenance and Support Services Agreement set forth at Exhibit B and incorporated as if fully set forth herein, which sets forth and describes the maintenance and support agreement or those performance standards, response times and associated obligation between the parties, that may be set forth in this Contract or in a Statement of Work as applicable. Parties agree to abide and perform in accordance with all standards, terms and conditions set forth in the SMA at Exhibit B.

vv. Solicitation

A State request, in whatever form issued, inviting bids, proposals or quotes for Deliverables, typified by, but not limited to, an invitation to bid, request for proposal, requests for information or request for quotes and Contractor’s Solicitation Response. The Solicitation and this Contract shall be governed by the statutes, regulations and procedures of State of Connecticut Department of Administrative Services. The Solicitation is incorporated into and made a part of this Contract as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an

invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposal is not incorporated into this Contract in its entirety, but, rather, it is incorporated into this Contract only to the extent specifically stated in Exhibit A, Deliverables Document.

ww. Solicitation Response

A submittal in response to a Solicitation.

xx. Reserved

yy. Specifications

Contractor's detailed descriptions of each Deliverable's capabilities, or intended use or both, as more fully set forth in this Contract, Solicitation Response and Statement of Work, as applicable.

zz. Reserved

aaa. State

The State of Connecticut, including the Client Agency and any office, department, board, council, commission, institution or other agency of the State.

bbb. Statement of Work ("SOW")

Statement issued in connection with this Contract, including a project plan, attached hereto as Exhibit D which sets forth all work and payment requirements for Contractor's Performance in connection with said Purchase Order.

ccc. System

Contractor furnished or otherwise supplied Deliverables that collectively and in an integrated fashion fulfill the Performance Criteria and the business and technical requirements of this Contract or SOW, as applicable.

ddd. Term

The original term of this Contract plus any extensions exercised under this Contract.

eee. Termination

An end to this Contract prior to the end of its Term.

fff. Title

All ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Deliverable. Contractor shall not transfer and Client Agency and any Municipalities shall not acquire any title to Contractor's Licensed Software.

ggg. Total Fixed Price

Shall include the hardware costs, software costs, labor costs, and miscellaneous and other costs set forth on Exhibit A, Deliverables Document, in a total amount of \$19,995,793.00.

hhh. Upgrade

A change to the primary version number of the Licensed Software, generally providing additional features or functionality.

iii. Update

A change to the Licensed Software to correct bugs or defects, patches or changes to enable the Licensed Software to operate on new or upgraded operating platforms.

jjj. User

A Client Agency or Municipality representative that may access the System. User access will be subject to role-based security implemented by the Client Agency's Administrator.

kkk. User Acceptance Test

Those procedures that permit Client Agency and Municipalities to authenticate and test the functionality of a Deliverable with real world scenarios to determine if the Deliverable performs in accordance with each applicable stage of the SOW incorporated in this Contract.

III. VVSG 2.0

The set of specifications and requirements developed by the United States Elections Assistance Commission ("EAC") against which voting systems can be tested to determine if they meet required standards as periodically set, updated and improved by the EAC.

mmm. Warranty Period

The period of time commencing upon the Acceptance Date for the System or Deliverable and ending on December 31, 2025 (the "Warranty Period").

2. Term of Contract; Contract Extension

This Contract will be in effect from the date that the Connecticut Attorney General's Office approves it, as evidenced by its signature below (the "Effective Date") through July 31, 2034. The parties, by mutual agreement, may extend this Contract for additional terms beyond the Term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original Term, but only in accordance with the Section in this Contract concerning Contract amendments.

In addition to the permitted extensions above, Client Agency at its sole discretion may extend this Contract on a month-to-month basis for a period not to exceed six months from the expiration date of this Contract without changes to the pricing or other terms.

3. Municipalities of Connecticut

Contractor shall accept and honor all purchase orders duly issued against this Contract from all Municipalities that enter into a certain Electronic Voting Equipment Agreement with the Client Agency concerning the Deliverables (referred to as the "Municipal Agreement"). After the issuance of the initial purchase order(s) for the Deliverables under this Contract, Contractor reserves the right to delay acceptance of subsequent purchase order(s) for good cause if sufficient inventory is not available. The Municipal Agreement shall provide, among other things, that if the Municipalities issue

any purchase orders for the Deliverables and related Services, the Municipalities shall be bound by all of the terms and conditions of this Contract, including but not limited to, the Software License set forth in Exhibit B, to the same and full extent as if the Municipalities had executed this Contract initially at the time of execution. Except as all Federal, State of Connecticut and municipal laws, ordinances, regulation, rules, policies and procedures concerning all manner of elections, as the term "election" is used in the United States Code and the Connecticut General Statutes, as applicable ("Election Laws") otherwise provide, the mutually corresponding and respective rights and obligations of the Municipalities and the Contractor under this Contract shall be deemed to be and treated the same as those that exist during the Contract term between the Client Agency and DAS on the one hand and the Contractor on the other. The Municipalities shall not have the right in the Municipal Agreement or otherwise, and the Contractor shall not agree, to modify substantively any of the terms and conditions of this Contract. The privity of contract between Municipalities and the Contractor (the "Municipal Privity") shall be independent from that between the Contractor and the Client Agency and DAS, such that the Municipal Privity shall in no way impose any rights or obligations on Client Agency, DAS or the State of Connecticut. The Contractor, Client Agency and DAS expressly intend for any and all rights and obligations attaching to Client Agency, DAS and the State of Connecticut to arise only out of the privity of contract existing exclusively between the Contractor and Client Agency and DAS.

This Contract may be terminated, be cancelled, or expire as to the Client Agency, DAS and the State of Connecticut without such termination, expiration or cancellation affecting Municipal Privity. Accordingly, notwithstanding any other term or condition, this Contract shall remain in full force and effect, in accordance with its terms, as to the Contractor and the Municipalities, in accordance with Municipal Privity and the terms of any Municipal purchase orders and corresponding documents and instruments, even if the Contract terminates, is cancelled or expires as to the Client Agency, DAS and the State of Connecticut.

4. Deliverables

Contractor shall sell, transfer, convey and license, as appropriate and under the terms of this Contract, to the Client Agency or Municipalities each Deliverable and Perform in accordance with this Contract and the Statement of Work, as applicable. The Deliverables are set forth in accordance with Exhibit A, Deliverables Document and shall be acquired through duly issued Purchase Orders.

- a. Any Purchase Order accepted by Contractor is subject to the terms of this Contract and shall remain in effect until Client Agency accepts full Performance of all Deliverables contained in the applicable Purchase Order, unless terminated sooner under the terms of this Contract. Neither party shall be bound by any additional substantive terms that may appear in any Purchase Order. If a Purchase Order includes any such terms, then they shall be void ab initio and have no effect.
- b. Notwithstanding any other provision of this Contract, Contractor shall not make any material change to the Deliverables that alters the nature or scope of the Deliverables or their intended use without the prior written consent of Client Agency. Client Agency shall not give its consent unless the changed Deliverables are of a similar nature and have a similar use as the original Deliverables.
- c. No additions to or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Client Agency issues a change order in accordance with this Contract.
- d. Contractor shall exercise commercially reasonable efforts to apply for VVSG 2.0 certification in accordance with the following table:

Application Date	System Components
Q1 2026	EVS 6.7.0.0 System – Precinct Scanner; ElectionWare Programming, Results Reporting and Media Burn VVSG 2.0 compliant
Q4 2026	EVS 7.0.0.0 System - Central Count Scanners; ElectionWare Paper Ballot Layout VVSG 2.0 compliant (includes all EVS 6.7.0.0 VVSG 2.0 compliant components).

Following submission of each application for VVSG 2.0 certification in accordance with the table above, Contractor shall remit to the Client Agency periodic status update reports every 6 months detailing current status of the Contractor's VVSG 2.0 certification applications and detailing all progress since the periodic status update report last provided to Client Agency.

Upon receipt of VVSG 2.0 approval of the System components by the EAC and approval by the State of Connecticut, the parties shall agree upon dates on which Contractor shall, at no cost or expense to Client Agency, complete any necessary maintenance or upgrades to applicable System components and hardware previously delivered to and accepted by the Client Agency or the Municipalities.

Payment milestones associated with Contractor's achievement of VVSG 2.0 certification are set forth in Exhibit A.

The pricing on Exhibit A is firm for 90 days after the Effective Date and are thereafter subject to annual increases in accordance with paragraph 5 below.

The Client Agency shall issue a Purchase Order when acquiring any Deliverable or Service available under this Contract and, if appropriate, a Statement of Work mutually acceptable to the purchasing Client Agency and the Contractor.

5. Pricing Schedule Updates During Contract Term

Contractor may update the pricing schedule within Exhibit A, only as of July 1st of any State of Connecticut fiscal year, provided: (1) the Contractor delivers to the Client Agency a written notice no later than ninety (90) days prior to July 1st that immediately precedes the impacted fiscal year; (2) the change to the Pricing Schedule is effected by means of an amendment to this Contract, with notice being provided in accordance with Section 67 of this Contract; (3) no Goods, Services, Software license or related service, rate is increased prior to December 31, 2025 and (4) any such resultant price increase shall not exceed three percent (3%) in any State of Connecticut fiscal year. In no case shall any such increase exceed the Contractor's published prices then applicable to local governments and other states.

6. Payments and Credits

- a. The Client Agency shall pay for Deliverables only upon Acceptance pursuant to this Contract, SOW, and receipt of a properly documented invoice from the Contractor. At the Client Agency's request, Contractor shall submit to the Client Agency such documentation as the Client Agency deems it to be necessary or appropriate to justify and support the Performance detailed in any invoice, prior to the Client Agency approving the invoice for payment.
- b. The Client Agency shall pay Contractor upon Acceptance within net thirty (30) days after each calendar month end and receipt of Contractor's properly documented invoice and supporting detail, whichever is the later date.
- c. The State shall make all payments to the Contractor through electronic funds transfer via the Automated Clearing House ("ACH") in accordance with sections 4-98(c) and 42-133ff(a) of the Connecticut General Statutes. Contractor shall enroll in ACH through the Office of the State

Comptroller prior to sending any invoice to the State. The Contractor may obtain detailed information regarding ACH at: <http://www.osc.ct.gov/vendor/directdeposit.html>.

- d. Contractor shall furnish separate invoices for each Purchase Order and shall itemize each charge included in each invoice as a separate line item.

7. Purchase Orders

- a. This Contract itself is not an authorization for the Contractor to begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued Purchase Order against this Contract for Performance.
- b. The Client Agency or Municipality shall issue a Purchase Order against this Contract directly to the Contractor and to no other party.
- c. All Purchase Orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other Municipal or State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase Orders issued in compliance with such requirements shall be deemed to be duly issued.
- d. A Contractor Performing without a duly issued Purchase Order in accordance with this Section does so at the Contractor's own risk.
- e. The Client Agency or Municipalities may, in their sole discretion, deliver to the Contractor any or all duly issued Purchase Orders via electronic means only, such that the Client Agency and Municipalities shall not have any additional obligation to deliver to the Contractor a "hard copy" of the Purchase Order or a copy bearing any hand-written signature or other "original" marking.

8. Delivery to Municipalities

The Contractor shall deliver all Goods and Services to locations designated by Client Agency or Municipalities as noted in Purchase Orders from Client Agency or Municipalities. The Municipalities will complete the User Acceptance Testing at times designated in Exhibit D, the SOW. Within ten (10) business days after delivery, the Municipality shall conduct the User Acceptance Test of the delivered Goods in accordance with the Acceptance Testing Criteria set forth at Exhibit C. Should the Municipality fail to complete such testing within the ten (10) business day period such Goods shall be deemed accepted.

9. Time of the Essence

Time is of the essence with respect to all provisions of this Contract that specify a time for Performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

10. Waiver

- a. No waiver of any Breach of this Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Contract or at law or in equity.
- b. A party's failure to insist on strict performance of any provision of this Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

11. Notice of Related Agreement

Contractor shall notify Client Agency within fourteen (14) days of entering into any contract or agreement with Municipalities related to this Contract. Notice must be provided in accordance with Section 67 of this Contract.

12. Deliverable Evaluation, Acceptance and Ownership

- a. Any Deliverable furnished by Contractor under the terms of this Contract will be subject to User Acceptance Testing. User Acceptance Testing (UAT) for each Deliverable begins as of the date the Client Agency notifies the Contractor in writing that the Deliverable provided for UAT has successfully met the Acceptance Criteria, was successfully delivered and/or installed in the development and testing computer environment and is ready for UAT. The following procedures will apply during UAT:
 1. The Client Agency shall provide Contractor with (a) written notice of Acceptance of the Deliverable or (b) a written statement which identifies in reasonable detail, with references to the applicable requirements, the deficiencies preventing Acceptance.
 2. Contractor shall have five (5) Business Days, or such other period mutually agreed upon by the parties in writing, from the date it receives the notice of deficiencies to complete corrective actions to make the Deliverable conform in all material respects to the applicable Specifications. The Client Agency shall review the corrected Deliverable and notify Contractor in writing of Acceptance or rejection in accordance with the foregoing provisions of this Section.
 3. The Acceptance Date for a Deliverable shall be the date of written notice of Acceptance of the Deliverable from Client Agency to Contractor.
- b. After Acceptance by the Client Agency of each of the Deliverables required under Exhibit A, Deliverables Document, or Exhibit D, SOW, as applicable, the Client Agency shall perform UAT on the System for Acceptance prior to implementing the System in the Client Agency's production environment. If UAT for the System is successfully completed, the Client Agency shall in writing notify the Contractor of the Client Agency's Acceptance of the System, and the date of such notice will be the Acceptance Date for the System.
- c. If requested by Contractor, Client Agency shall complete Contractor's acceptance certificate, in a form reasonably acceptable to Client Agency, so long as such certificate does not amend, alter or modify in any way the terms of this Contract.
- d. The State shall own all Deliverables provided by Contractor under this Contract, subject to subparagraph e) below. Ownership of Deliverables will transfer to Municipalities following acceptance of Deliverables by the Municipalities and execution of Municipal Agreements, subject to subparagraph e) below.
- e. The State shall have a nonexclusive, nontransferable, revocable license to access and use, alter, modify, create derivative works (without the right to sublicense) and copy Contractor IP in connection with the State's business needs and operations if Contractor IP is provided to the State by Contractor in order to Perform any Services or provide any Deliverables required under this Contract. Nothing in this provision shall be construed as transferring to the State any ownership interest or rights to Contractor IP.
- f. If any Deliverable becomes the actual or prospective subject of any patent, copyright, license or proprietary rights claim or proceeding, Contractor shall do one or more of the following at the option of Contractor:

1. Modify the Deliverable or substitute another equally suitable Deliverable (provided that the function of the modified or substitute Deliverable equals or exceeds that of the original Deliverable);
 2. Obtain for the Client Agency the right to continued use of the Deliverable; or
 3. If neither 1 nor 2 above is commercially reasonable, Client Agency shall discontinue use of the Deliverable subject to such claim or proceeding and the Contractor shall refund the Client Agency the fees paid for the Deliverable.
- g. Each party reserves for itself all proprietary rights not expressly granted to the other. Contractor shall not be limited in developing, using or marketing services or products which are similar to the Deliverables or Services provided under this Contract.

13. Data: Access and Ownership

a. Access to Contract and State Data

The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning this Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

b. Ownership of Data

1. All ownership, title, licenses, proprietary rights and interest (including, but not limited to, non-perpetual use) (for purposes of this Ownership of Data Section, collectively, "Title") of and to any and all data as defined in section 4e-1 of the Connecticut General Statutes, ("Data") that is uploaded, collected, stored, held, hosted, located or utilized by the Client Agency and Municipalities or Contractor and Contractor Parties directly or indirectly in connection with this Contract at all times is and will always remain vested in the State. At no time will Contractor have Title to such Data, wherever located.
2. At no cost to the State the Contractor and Contractor Parties shall, no later than fifteen (15) days after (i) receiving a written request from the Client Agency or (ii) Termination for any reason, deliver and transfer possession to the Client Agency all of the Data, in a format acceptable to the State.
3. At no cost to the State, the Contractor and Contractor Parties shall, no later than fifteen (15) days, unless otherwise mutually agreed to in writing by the Parties, after (i) receiving a written request from the Client Agency, (ii) receiving final payment from the Client Agency, or (iii) Termination for any reason, over-write and securely delete all of the Data, such that the Data will be expunged in a manner to make retrieval of the Data impossible.
4. The Contractor's failure to deliver and transfer possession of the Data to a duly authorized agent of the Client Agency shall constitute, without more, a de facto breach of this Contract. Consequently, the Contractor shall indemnify and hold harmless the Client Agency and the State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with such failure. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non-State use of any Data. If Contractor Parties will Perform for any purpose under this paragraph, the Contractor represents and warrants that it shall cause each of the Contractor Parties to so Perform and that each has vested in the Contractor plenary authority to cause the Contractor Parties to Perform. For purposes of this Ownership of Data Section, "Perform" shall include, but not be limited to, the obligations

relating to the sale, transfer of Title, removal and transfer of possession of the Data and indemnifying and holding harmless the Municipalities, Client Agency and the State. The Contractor on its own behalf and on behalf of the Contractor Parties shall also provide, no later than 30 days after receiving a request by the Client Agency, such information as the Client Agency may identify to ensure, in the Client Agency's sole discretion, compliance with the provisions of this Ownership of Data Section. This Ownership of Data Section survives Termination.

14. Change Order Within Scope

The Client Agency may, at any time, with thirty (30) calendar days' advance written notice to Contractor, request changes to the Deliverables that come within the scope of this Contract or the SOW, as applicable. Contractor shall not deny or delay approving the request. The request may include, but is not limited to, modifications or other changes required to correct System deficiencies, and changes required by new or amended State or federal laws and regulations or both that are included in the Deliverables in Exhibit A, Deliverables Document. Contractor shall make any changes to the Deliverables that are required due to Deliverable deficiencies or failure in accordance with the requirements of this Contract, without charge. Contractor shall at its sole cost and expense conduct any investigation necessary to determine the source of the problem requiring the change. No additions or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Client Agency issues a change order in accordance with this Section.

15. Rejected Items; Abandonment

- a. The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises, location designated by a Municipality or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State or Client Agency may, by written notice and in accordance with this Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of a location designated by a Municipality, State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:
 1. they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
 2. there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 3. they vest authority, without any further act required on their part or the State's part, in the Municipalities, Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;

4. if the Municipalities or Client Agency incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the Municipalities or Client Agency no later than thirty (30) days after the date of invoice; and
 5. they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- b. The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this Section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this Section.

16. Replacement Deliverables

The Client Agency may order any Replacement Deliverables then available. Replacement Deliverables are subject to evaluation and Acceptance as set forth in this Contract.

17. Maintenance, Upgrades and Support

- a. Contractor represents and warrants that after Acceptance of the System by the Client Agency and throughout the duration of the Warranty Period, Contractor shall provide the following maintenance and support services at no additional cost:
 1. Assistance in accordance with the requirements of Exhibit A, Deliverables Document; or SOW as applicable;
 2. Improvements related to any and all Deliverables; and
 3. Improvements to any and all Deliverables to cause each Deliverable to operate under new versions or releases of the operating system(s), database system(s), application servers or report servers that comprise the Client Agency's computer operating environment.
- b. Contractor may upgrade or modify its Goods or Licensed Software to meet requirements mandated by changes in federal or state law. Contractor shall provide new Goods or Software upgrades or maintenance patches to the Client Agency or Municipalities at no additional cost to the Client Agency or Municipalities so long as there is an existing Software License, maintenance and support agreement. Upon expiration of the Warranty Period, maintenance and support and on-going services shall be provided by the Contractor on an annual basis if requested by the Client Agency and identified in Exhibit A, Deliverables Document. Contractor may upgrade or modify its Goods or Licensed Software to meet requirements mandated by changes in federal or state law. Contractor shall be responsible for the cost of any upgrade or modification to Goods or Licensed Software to meet requirements mandated by changes in federal law. The Contractor may in its discretion, charge the Client Agency or Municipalities for 1) the total cost of any third-party items that are required in order to operate the modifications and upgrades, 2) the total cost of any replacements, retrofits or modifications to the Deliverables that may be developed and

offered by Contractor in order for the Deliverables to remain compliant with state law and regulation and 3) the State of Connecticut's share of the costs of designing, developing and/or certification by applicable state authorities of such mandated updates. Any modifications or upgrades made to the Deliverables in response to changes in state law Contractor shall invoice the Client Agency or Municipalities in accordance with Exhibit A, Deliverables Document.

- c. Provided the Client Agency or Municipality is current on its maintenance and support and on-going services payments, the Contractor shall provide Services itemized in the SOW in addition to the following:
 - 1. Assistance in accordance with the requirements of Exhibit A, Deliverables Document; or the SOW as applicable;
 - 2. Improvements related to any and all Deliverables; and
 - 3. Improvements to any and all Deliverables to cause each to operate under new versions or releases of the operating system(s), database system(s), application servers or report servers that comprise the Client Agency's computer operating environment at no additional cost.
- d. Contractor shall provide a complete list of any platform requirements and specifications to provide technical support services.
- e. The Client Agency and Municipality shall provide Contractor full and free access to each Deliverable for the limited purpose of providing Services required under this Contract, subject to the Client Agency, Municipality and the applicable Site's access policies.

18. Reserved.

19. State Comptroller's Specifications

In accordance with Conn. Gen. Stat. § 4d-31, this Contract is deemed to have incorporated within it, and Contractor shall deliver the Deliverables in compliance with, all specifications established by the State Comptroller to ensure that all policies, procedures, processes and control systems, including hardware, software and protocols, which are established or provided by Contractor or Contractor Parties, are compatible with and support the State's core financial systems, including but not limited to, accounting, payroll, time and attendance, and retirement systems.

20. Reserved.

21. Working and Labor Synergies

The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties, their work force, State employees, and any other contractors or Municipal employees present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under this Contract.

22. Background Checks

The Contractor and Contractor Parties shall submit to and incur the cost of fingerprint supported federal and state criminal history background checks as may be required by the State, the State of

Connecticut Department of Emergency Services and Public Protection, Client Agency or as provided for in any State document that governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

23. Other Warranties

Contractor warrants that:

- a. Each Deliverable installed by Contractor, an authorized agent of Contractor or installed by the Client Agency in accordance with Contractor's instructions, will function according to the Specifications and Performance Criteria on the Acceptance Date for such Deliverable.
- b. During the Warranty Period, Contractor shall make Improvements to the Deliverable as necessary or appropriate to maintain ongoing reliability according to Performance Criteria identified in Exhibit A, Deliverables Document, or the SOW, as applicable; and
- c. Contractor shall provide each Deliverable within the time frames established under this Contract.
- d. Contractor does not exclude or modify the implied warranties of merchantability and fitness for a particular purpose concerning the Deliverables.

24. System Warranties

- a. Contractor represents and warrants that the System shall conform to this Contract, the Specifications, Performance Criteria, Documentation and as applicable, the SOW and that it shall be free from defects in material and workmanship upon the Acceptance Date of the System and through the Warranty Period, unless this Contract is Terminated earlier.
- b. During the Warranty Period, Contractor shall, at no charge, make Improvements to the Deliverables as necessary and in accordance with the terms and conditions of the SMA to maintain ongoing System reliability in accordance with the Specifications, Performance Criteria, Documentation, and as applicable, the SOW.

25. Contractor Guaranties

- a. Contractor shall:
 1. Perform fully under this Contract;
 2. Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
 3. Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the Site, Goods, the Contractor's work or that of Contractor Parties;
 4. With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices.
 5. Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and

26. Reserved.

27. Reporting to Client Agency

The Contractor shall provide the Client Agency with reports related to usage, service requests, Purchase Orders for replacement parts and any other reasonable reports as the Client Agency may request from time to time, within fourteen (14) days following receipt of the Client Agency's written request. Timely submission of these reports is a material requirement of this Contract. All Title and property rights and interests in and to the reports and the data in the media containing the reports at all times is and will always remain vested in the State. At no time will Contractor have Title to such reports, data or media, wherever located. Accordingly, the Client Agency shall have a perpetual, irrevocable, non-exclusive, transferable right to display, modify, copy and otherwise use the reports, data, and information provided under this Section.

28. Breach

- a. If one party (the "Non-breaching Party") determines that the other (the "Breaching Party") has failed to comply with any of the Breaching Party's corresponding Contract obligations (a "Breach"), then the Non-Breaching Party shall provide written notice of such failure to the Breaching Party in accordance with this Contract. The Non-breaching Party must provide the Breaching Party an opportunity to remedy the Breach within thirty (30) calendar days from the date of the notice. The period set forth in the notice is known as the "Remedy Period." The Non-Breaching Party shall extend the Remedy Period if it is satisfied that the Breaching Party is making a good faith effort to remedy the Breach, but the nature of the Breach is such that it cannot be remedied within the Remedy Period.
- b. If the Client Agency determines that the Contractor has committed a Breach, then the Client Agency may require the Contractor to, and Contractor shall, prepare and submit to the Client Agency a CAP in connection with the identified Breach. Contractor shall provide in the CAP a detailed explanation of the deficiencies and other factors that contributed to the cited Breach, Contractor's assessment or diagnosis of Breach (identifying the deficiencies and factors in reasonable detail, with references to the applicable Specifications), and a specific proposal to remedy or resolve the Breach. Contractor shall submit the CAP to the Client Agency within (10) Business Days following the Client Agency's request for the CAP for the Client Agency's review and approval. Within (10) Business Days of receiving the CAP, the Client Agency must either approve the CAP, or reject it by delivering to Contractor a written explanation for the rejection. If the Client Agency fails to accept or reject the CAP within the (10) Business Days, then the CAP is deemed to have been approved, without more. The Client Agency's explanation for the rejection must include suggestions for changes to the CAP and the Contractor shall address the suggestions in such a manner to make it likely that the Client Agency will approve the CAP when the Contractor re-submits it to the Client Agency for review and approval. If the Client Agency rejects a CAP, then the parties will repeat this submittal and review process until the earliest of one of the following: (1) the Client Agency accepts a CAP, (2) the Client Agency waives its right to receive a CAP, (3) Contractor remedies the Breach, (4) the Client Agency waives the Breach, or (5) the Client Agency makes a determination to Terminate this Contract. After the first rejection, each of the parties will have (5) Business Days, instead of (10) Business Days, within which to review the CAP. Each subsequent revision and review will be for up to (3) Business Days each instead of (10) or (5) Business Days.
- c. If the Client Agency determines that the Contractor has Breached this Contract, then the Client Agency may withhold payment in whole or in part for any amounts due pending resolution of the Performance issue, provided that the Client Agency notifies Contractor in writing prior to the date that the payment would have been due.
- d. For purposes of the Client Agency determining whether there is a Breach under this Contract, or whether any statement in the Representations and Warranties Section of this Contract is false or

misleading, the parties deem the Acts of the Contractor Parties to be the Acts of the Contractor itself, as if the Contractor itself was the subject of the Acts which the Client Agency considers in determining if there was a Breach, or an instance of false or misleading statements, or both.

- e. The written notice of the Breach may include an effective Termination date. If the identified Breach is not remedied by the stated Termination date, unless otherwise modified by the Non-breaching Party in writing before such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, then the Non-breaching Party shall provide the Breaching Party no less than twenty-four (24) hours' prior written notice before terminating this Contract.
- f. Notwithstanding any provisions in this Contract, Client Agency may terminate this Contract with no Remedy Period for Contractor's Breach or violation of any of the representations or warranties in this Contract and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to Contractor or Contractor Parties or any third party. Termination under this Breach section is subject to the provisions of the Termination Section of this Contract. In case of such revocation or Termination, the Client Agency will have no further liability or responsibility to Contractor or Contractor Parties or any third party, or any of them, resulting from the Termination or revocation. In any event, Client Agency will remain responsible for payment of any and all Deliverables provided by Contractor and accepted by Client Agency up through the effective date of such Termination or revocation subject to any setoff rights Client Agency may have as a result of costs or damages incident to Contractor's Breach.
- g. None of the State's rights under this Breach Section diminishes the State's rights under the Termination Section of this Contract.

29. Termination

- a. Notwithstanding any provisions in this Contract, Client Agency, through a duly authorized employee, may Terminate this Contract whenever Client Agency makes a written determination that such Termination is in the best interests of the State. Client Agency shall notify the Contractor in writing of Termination pursuant to this Section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under this Contract prior to such date.
- b. Notwithstanding any provisions in this Contract, either party, through a duly authorized employee, may, after making a written determination that the other party has Breached this Contract and has failed to remedy the Breach, Terminate this Contract in accordance with the Breach Section of this Contract.
- c. Notices of Termination must be sent certified in accordance with the Notice Section of this Contract. Upon receiving the Termination notice from Client Agency, the Contractor shall immediately modify or discontinue all Performance affected in accordance with the terms of the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to the Client Agency (as directed in the notice) all Records. The Records are deemed to be the property of the State and the Contractor shall deliver them to the Client Agency (as directed in the notice) no later than thirty (30) days after the Termination of this Contract or fifteen (15) days after the Contractor receives a written request from Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- d. Except for any work which Client Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

- e. The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, Deliverables Document, or the SOW, as applicable, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency will not tender to the Contractor any payments for anticipated or lost profits. Upon request by the Client Agency, the Contractor shall assign to the Client Agency, or any replacement contractor which the Client Agency designates, all subcontracts, Purchase Orders and other commitments, deliver to the Client Agency all Records and other information pertaining to its Performance, and remove from the location designated by Municipalities or State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Client Agency (as directed in the notice) may request.
- f. Upon Termination of this Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the Sections which survive Termination. All representations, warranties, agreements and rights of the parties under this Contract shall survive such Termination to the extent not otherwise limited in this Contract and without each one of them having to be specifically mentioned in this Contract.
- g. Termination of this Contract pursuant to this Section shall not be deemed to be a Breach of contract by the Client Agency.

30. Continued Performance

The parties shall continue to Perform their respective obligations under this Contract while any dispute concerning this Contract is being resolved.

31. Setoff

The State, in its sole discretion, may setoff and withhold (1) any costs or expenses including but not limited to costs or expenses such as overtime, that the State incurs resulting from the Contractor's unexcused Breach under this Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts of whatever nature that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under this Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff and to withhold shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' Breach of this Contract, all of which shall survive any setoffs and withholdings by the State.

32. Cross-Default

- a. If the Contractor or Contractor Parties Breach, default or in any way fail to Perform satisfactorily under this Contract, then Client Agency may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with Client Agency. Accordingly, Client Agency may then exercise at its sole option any and all of its rights or remedies provided for in this Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of Client Agency, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
- b. If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with Client Agency or the State, then Client Agency may, in its

sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under this Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or this Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of Client Agency or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under this Contract.

33. Sovereign Immunity

The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

34. Representations and Warranties

Contractor represents and warrants to the State for itself and, as applicable, the Contractor Parties that:

- a. each is a duly and validly existing under the laws of each such entity's respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by this Contract. Further, as appropriate, each has taken all necessary action to authorize the execution, delivery and Performance of this Contract and have the power and authority to execute, deliver and Perform its obligations under this Contract;
- b. each will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics; Title 4a, Chapter 51 concerning State purchasing; and (3) Title 22a, Chapter 446c, section 22a-194a concerning the use of polystyrene foam;
- c. the execution, delivery and Performance of this Contract will not violate, be in conflict with, result in a Breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- d. each is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- e. as applicable, each has not, within the three years preceding the Effective Date of this Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under this Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or Performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;
- f. each is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- g. they have notified Client Agency in writing whether they have had any contracts with any governmental entity Terminated for cause within the three (3) years preceding the Effective Date;

- h. none has employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this Contract and it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract or any assignments made in accordance with the terms of this Contract;
- i. to the best of each entity's knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Contract;
- j. each entity's participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- k. the proposal submitted by Contractor in response to the Solicitation was not made in connection or concert with any other person, entity or proposer, including any affiliate (as defined in the Tangible Personal Property Section of this Contract) of the proposer, submitting a proposal for the same Solicitation, and is in all respects fair and without collusion or fraud;
- l. each is able to Perform under this Contract using their own resources or the resources of a party who has not submitted a proposal;
- m. if Contractor does not have plenary authority to make the representations and warranties in this Section, as applicable, on behalf of Contractor Parties, then Contractor shall enter into a written contract with Contractor Parties, in which contract Contractor Parties shall make all of the applicable representations and warranties in this Section;
- n. each has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- o. none owes unemployment compensation contributions;
- p. none is delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- q. all of each entity's vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- r. each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms of this Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from the Client Agency, such information as the Client Agency may require to evidence, in their sole determination, compliance with this Section;
- s. each either owns or has the authority to use all the Deliverables;
- t. to the best knowledge of Contractor, the Deliverables do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;
- u. to the best knowledge of Contractor, the Client Agency's use of any Deliverables in a manner consistent with this Contract shall not infringe or misappropriate any patent, trade secret or other

intellectual property right of a third party;

- v. if any party shall procure any Deliverables, they shall sublicense such Deliverables and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Deliverables; and
- w. each shall assign or otherwise transfer to the Client Agency or afford the Client Agency the full benefits of any manufacturer's warranty for the Deliverables, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

35. Further Assurances

The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in this Contract, in order to give full effect to this Contract and to carry out the intent of this Contract.

36. Advertising

The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without Client Agency's prior written approval.

37. Contractor Changes

The Contractor shall notify Client Agency in writing no later than ten (10) days from the effective date of any change in:

- a. its certificate of incorporation or other organizational document;
- b. more than a controlling interest in the ownership of the Contractor; or
- c. the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. Client Agency, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to Client Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of this Contract. The Contractor shall deliver such documents to Client Agency in accordance with the terms of Client Agency's written request. Client Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under this Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under this Contract until Performance is fully completed.

38. Contractor Responsibility

- a. Contractor agrees to act as an independent Contractor in performing under this Contract and, except as otherwise set forth in this Contract, agrees to maintain complete control over its employees and sub-Contractors (such control over the subcontractors being limited to the context of this Contract).
- b. The Contractor shall be responsible for the entire Performance under this Contract regardless of

whether the Contractor itself Performs. The Contractor shall be the sole point of contact concerning the management of this Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of this Contract.

- c. The Contractor shall exercise all reasonable care to avoid damage to the State or Municipalities' property or to property being made ready for the State or Municipalities' use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.
- d. The Contractor shall proactively monitor for threats to the security of Deliverables and Software and shall notify Client Agency within thirty (30) days of becoming aware of defects or vulnerabilities to the Deliverables and Software which inhibit the ability of the Deliverables or Software to perform effectively pursuant to this Contract or Solicitation regardless of location of occurrence. Contractor shall fully and timely cooperate with State of Connecticut or federal law enforcement as requested by the Client Agency on any matters related to this Contract or Deliverables.

39. Continuity of Systems

- a. This Section is intended to comply with Conn. Gen. Stat. §4d-44. Nothing in this Section shall be construed to prevent Contractor from being paid for its Performance that is provided in accordance with this Contract.
- b. Contractor acknowledges that the Deliverables, the Systems and associated Services are important to the function of State government and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, if the work under this Contract, any subcontract, or amendment to either, is transferred back to the State or to another contractor at any time for any reason, then Contractor shall cooperate fully with the State, and do and Perform all acts and things that Client Agency deems to be necessary or appropriate, to ensure continuity of the Client Agency information system and telecommunication system facilities, equipment and Services so that there is no disruption or interruption in Performance as required or permitted in this Contract. Contractor shall not enter into any subcontract for any part of the Performance under this Contract without approval of such subcontract by Client Agency, as required by Conn. Gen. Stat. §4d-32 and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44 as if the subcontractor were in fact the Contractor. Contractor shall make a full and complete disclosure of and delivery to Client Agency and Municipalities or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33 in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning this Contract.
- c. The parties shall follow the below applicable and respective procedures in order to ensure the orderly transfer to the State:

1. Facilities and Equipment:

Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver to the State, F.O.B. Hartford, Connecticut or other State location which the State identifies, all Deliverables, Systems, facilities and equipment related to or arising out of this Contract, subcontract or amendment, (other than any of the Deliverables, Systems, facilities or equipment in which Contractor has title under this Contract) no later than ten (10) days from the date that the work under this Contract is transferred back to the Client Agency or to another contractor for any reason. Contractor shall deliver the Deliverables, Systems, facilities or equipment to the State and Municipalities as specified in the SOW, during business hours, in good working order and in appropriately protective packaging to ensure

delivery without damage. Concurrent with this delivery, Contractor shall also deliver all related operation manuals and other Documentation in whatever form they exist and a list of all related passwords and security codes;

2. Software Deliverables created or modified pursuant to this Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver to the State, F.O.B. Hartford, Connecticut or other location which the Client Agency or Municipalities identify all Deliverables, Materials and Systems, no later than 10 days from the date that the work under the SOW or this Contract is transferred back to the State or to another contractor for any reason. Contractor shall deliver such Deliverables, Materials and Systems to the Client Agency, during the Client Agency's Business Hours, in good working order, and if the Client Agency's equipment shall be delivered, in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, Contractor shall also deliver all Deliverable-related operation manuals and other Documentation in whatever form they exist, if delivery of such manuals and documentation is required by this Contract or the SOW for such Deliverable, and a list of all Deliverable passwords and security codes; and
3. Public Records, as defined in Conn. Gen. Stat. §4d-33, which Contractor or Contractor Parties possess or create pursuant to this Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver to the Client Agency, F.O.B. Hartford, Connecticut or other State location which Client Agency identifies, all Public Records created or modified pursuant to this Contract, any SOW, subcontract or amendment and requested in writing by the Client Agency (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than the latter of (1) the time specified in the section in this Contract concerning Termination for the return of Public Records and (2) ten (10) days from the date that the work under this Contract or SOW is transferred back to the Client Agency or to another contractor for any reason. Contractor shall deliver to the Client Agency during the Client Agency's Business Hours those Public Records in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT. Contractor shall deliver to the Client Agency, during the Client Agency's business hours, those Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.
- d. If Contractor employs former State employees, Contractor shall facilitate the exercising of any reemployment rights that such State employees may have with the State, including, but not limited to, affording them all reasonable opportunities during the workday to interview for State jobs. Contractor shall include language similar to this Section in all of its contracts with its subcontractors and applicable Contractor Parties so that they are similarly obligated.

40. Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security and/or property entrance policies and procedures for each Client Agency. It is the responsibility of Contractor to understand and adhere to the Municipality or Client Agency's policies and procedures prior to entering the Municipality or Client Agency Site to Perform under this Contract.

41. Disclosure of Contractor Parties Litigation

Contractor shall require that all Contractor Parties, as appropriate, disclose in writing to Contractor, to the best of their knowledge, any claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects, or ability to Perform fully under this Contract or alleging fraud, defective

equipment, software failure or requesting monetary relief in excess of \$500,000.00 (collectively "Relevant Claims"), no later than ten (10) calendar days after becoming aware of or after they should have become aware of any such Claims. Contractor shall provide regular non-privileged updates on the status of litigation efforts resulting from such Relevant Claims on at least an annual basis.

42. Protection of Confidential Information

- a.** Contractor and Contractor Parties have a duty to and shall, at their own expense, protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with the highest current industry standards and best practices, as they may be amended from time to time.
- b.** Contractor and all Contractor Parties shall develop, implement and maintain a comprehensive written information security policy for the protection of Confidential Information that meets or exceeds current industry standards and best practices as they may be amended from time to time. The safeguards contained in the written information security policy must meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and State law and in written policy of the Client Agency or DAS concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - 1.** A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - 2.** Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept and an auditable electronic system of logging and tracking the viewing, accessing or both of Confidential Information;
 - 3.** A process for reviewing policies and security measures at least annually;
 - 4.** Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - 5.** Encrypting of Confidential Information that is stored on laptops, portable devices and storage media or that is being transmitted electronically.
- c.** Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, after they become aware of and confirm that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred which, in the sole opinion of the Client Agency after consultation with the Attorney General, constitutes a breach of security as defined in Connecticut General Statutes, § 36a- 701b, or otherwise (Breach), the Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of DAS, the Client Agency, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from DAS, the Client Agency, or any State of Connecticut entity or any affected individuals and shall be outside of any liability cap or limitation contained in this Contract.

- d. Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the provisions of this Contract concerning the obligations of the Contractor to the Client Agency or DAS.

43. Confidentiality; Non-Disclosure

The State shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor as the State does its own property of a similar nature and shall take reasonable steps to ensure that neither the confidential information of Contractor nor any part of it will be disclosed for reasons other than its own business interests. Such prohibition on disclosures does not apply to disclosures by the State to its employees, agents or representatives, provided such disclosures are reasonably necessary to the State's use of the Deliverable, and provided further that the State will take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Contract. The State's performance of the requirements of this Section shall be subject to the State of Connecticut Freedom of Information Act ("FOIA").

All Records, Client Agency Data, and any Data owned by the State in any form, in the possession of the Contractor or Contractor Parties, whether uploaded, collected, stored, held, hosted, located or utilized by Contractor and Contractor Parties directly or indirectly, must remain within the continental United States.

44. Disclosure of Records Concerning Governmental Functions

This Contract may be subject to the provisions of Section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.

45. Contractor's Obligation to Notify DAS and Client Agency Concerning Public Records

In accordance with Conn. Gen. Stat. § 4d-38, if the Contractor or Contractor Parties learn of any violation of the provisions of Conn. Gen. Stat. §§ 4d-36 or 4d-37 they shall, no later than seven calendar days after learning of such violation, notify the Client Agency of such violation.

46. General Assembly Access to Records

In accordance with Conn. Gen. Stat. § 4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to Client Agency records that is not less than the access that said committee and such offices have on July 1, 1997.

47. Profiting from Public Records

In accordance with Conn. Gen. Stat. § 4d-37, neither Contractor nor Contractor Parties shall sell,

market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Contract. For purposes of this Section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

48. Application of FOIA to Public Records Provided to Contractor

In accordance with Conn. Gen. Stat. § 4d-35, any public record which a state agency provides to Contractor or Contractor Parties shall remain a public record for the purposes of subsection (a) of Conn. Gen. Stat. § 1-210 and as to such public records, the State, Contractor and Contractor Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act (FOIA), as defined in Conn. Gen. Stat. § 1-200, provided that the determination of whether or not to disclose a particular record or type of record shall be made by such state agency.

49. Ownership Rights and Integrity of Public Records

In accordance with Conn. Gen. Stat. § 4d-34, (a) neither Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which Contractor or Contractor Parties possess, modify or create pursuant to this Contract or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this Section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 4d-33, as it may be modified from time to time.

50. Nondisclosure of Public Records

In accordance with Conn. Gen. Stat. § 4d-36, neither Contractor nor Contractor Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract and (b) that a state agency (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

51. Audit and Inspection of Plants, Places of Business and Records

- a. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the Performance of this Contract.
- b. Contractor shall maintain, and shall require each Contractor Party to maintain, accurate and complete Records. Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- c. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty- four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not

obligated to provide any prior notice.

- d. Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a Breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may set off the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract.
- e. Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (1) final payment under this Contract, or (2) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- f. Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- g. Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

52. Indemnification

- a. Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with this Contract for the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or this Contract. Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. Contractor's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance. Contractor shall not be liable for the Client Agency's grossly negligent or willful misconduct. Contractor's total liability to Client Agency arising out of or relating to this Contract shall not exceed one times the aggregate amount to be paid to Contractor hereunder except in the case of personal injury, property damage or intellectual property infringement breach of confidentiality, gross negligence, fraud, recklessness and willful misconduct in which cases the limitation to liability does not apply.
- b. Contractor shall hold harmless authorized representatives from the University of Connecticut who are tasked with assisting Client Agency in its statutorily required audit activities.
- c. Contractor shall not be responsible for indemnifying, defending or holding the State harmless from any liability arising due to the gross negligence of the State or any third party acting under the direct control or supervision of the State.
- d. Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of Contractor or any Contractor Parties. The State shall give Contractor reasonable notice of any such Claims.
- e. Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this Contract, without being lessened or compromised in any way, even where the

Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims or both.

- f. Contractor shall carry and maintain at all times during the Term of this Contract, and during the time that any provisions survive the Term of this Contract, sufficient commercial general liability insurance to satisfy its obligations under this Contract.
- g. Neither party shall be liable for consequential, special, punitive, or incidental damages, or lost profits from any cause under this Contract.
- h. This Section shall survive the Termination of this Contract and shall not be limited by reason of any insurance coverage.

53. Forum and Choice of Law

The parties deem this Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of this Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

54. Assignment

The Contractor shall not assign any of its rights or obligations under this Contract, voluntarily or otherwise, in any manner without the prior written consent of Client Agency. Client Agency may void any purported assignment in violation of this Section and declare the Contractor in breach of Contract. Any Termination by Client Agency for a breach is without prejudice to Client Agency's or the State's rights or possible Claims.

55. Reserved.

56. Americans with Disabilities Act

Contractor represents that it is familiar with the terms of the Americans with Disabilities Act, 42 U.S.C. §§12101 et seq, and that it and the Deliverables are in compliance with the law. Failure of Contractor to satisfy this standard either now or during the Term as it may be amended will render this Contract voidable at the option of the State upon notice to Contractor. Contractor warrants that it will hold the State harmless from any liability that may be imposed upon the State as a result of any failure of Contractor to be in compliance with the Americans with Disabilities Act.

57. Reserved.

58. Executive Orders and Other Enactments

- a. All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its Term, or that may be made

applicable to the Contract during its Term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to Perform under this Contract if it chooses to contest the applicability of the Enactments or the State's authority to require compliance with the Enactments.

- b. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- c. This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

59. Non-Discrimination


- a. For purposes of this Section, the following terms are defined as follows:
 - 1. "Commission" means the Commission on Human Rights and Opportunities;
 - 2. "Contract" and "contract" include any extension or modification of the Contract or contract;
 - 3. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - 4. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
 - 5. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - 6. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - 7. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 - 8. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - 9. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

10. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- b. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

- e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- g. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- h. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- i. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:



60. Whistleblower Provision

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

61. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for Termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

62. Campaign Contribution Restriction

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

63. Reserved.

64. Reserved.

65. Reserved.

66. Force Majeure

- a. The parties shall not be excused from their respective Contract obligations except in the case of Force Majeure Events and as otherwise provided for in this Contract.

- b. If a Force Majeure Event prevents a party from complying with any obligation or satisfying any conditions under this Contract, then that failure to comply will not constitute a Breach if (A) that party uses reasonable efforts to comply; (B) that party's failure to comply is not due to its failure to (i) take reasonable measures to protect itself against Force Majeure Events or (ii) develop and maintain a reasonable contingency plan to respond to Force Majeure Events; and (C) that party complies with its obligations under subsection (c) of this Section.
- c. If a Force Majeure Event occurs, then the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on its obligations under this Contract, and how long the noncomplying party expects the noncompliance to last. Thereafter, the noncomplying party shall update that information as reasonably necessary, or as the other party may reasonably request, whichever is more frequent. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume complying with its Performance and obligations under this Contract.
- d. Failure to provide written notice of any Force Majeure Event as soon as the failing party becomes aware of it, or failure by the other party to Act in response to the notice, does not excuse any delays or failures in Performance or obligations.

67. Notice

- a. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this Section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt, or via electronic mail. All such Notices shall be in writing and shall be addressed as follows:

If to SOTS:

Connecticut Office of the Secretary of the State
 165 Capitol Avenue, Suite 1000
 Hartford, CT 06106
 Attention: Kristin Sullivan, Director of Elections
 Gabe Rosenberg, Chief of Staff and General Counsel
 w/copy to: kristin.sullivan@ct.gov
gabe.rosenberg@ct.gov

If to the Contractor:

Election Systems & Software, LLC
 11208 John Galt Boulevard
 Omaha, NE 68137
 Attention: Office of General Counsel
 w/copy to: legal@essvote.com

- b. Details regarding invoices and all technical or day-to-day administrative matters pertaining to this Contract shall be directed to:

Client Agency: The individual specified in the applicable Purchase Order.

Contractor: The individual designated by Contractor in the response to the Solicitation or as the Contractor may otherwise designate in writing to the Client Agency.

68. Change of Address

In the event Contractor or Client Agency moves or updates contact information, the moving party shall inform the other of such changes in writing within 14 days. No governmental entity will be held responsible for payments or purchase orders delayed due to Contractor's failure to provide such notice. Change of address or telephone updates must be forwarded to each other as provided in Section 67 Notice.

69. Headings

The headings given to the Sections in this Contract are inserted only for convenience and are in no way to be construed as part of this Contract or as a limitation of the scope of the particular Section to which the heading refers.

70. Number and Gender

Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

71. Amendments, Supremacy, Entirety of Contract

No amendment to or modification of this Contract shall be valid or binding unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General. Any and all Purchase Orders, Statements of Work or other documents authorized in connection with this Contract shall be subject to the terms of this Contract. Any additional terms within any such Purchase Order, Statement of Work, or other document that contradict the terms of this Contract shall have no force or effect and shall in no way affect, change or modify any of the terms of this Contract. This Contract contains the complete and exclusive statement of the terms agreed to by the parties.

72. Severability

If any term or provision of this Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of this Contract shall be valid and enforced to the fullest extent possible by law.

73. Risk of Loss and Insurance

The State shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverables are in transit, or while in the Client Agency's possession prior to Acceptance by the Municipalities, except when such loss or damage is due directly to the Client Agency's or any Municipality's negligence or intentional misconduct. Nothing in this Section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State. Risk of loss for the Deliverables shall pass to Client Agency upon Acceptance by the Municipalities of the respective Deliverables.

The insurance required by this Section shall be written on an occurrence basis as opposed to a "claims made" basis and shall be on such forms, and contain such endorsements and terms, as shall be acceptable to Client Agency.

Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the Term of this Contract, the insurance described below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be

primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

a. Commercial General Liability

Throughout the Term and during the time that any provisions survive the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000 per occurrence for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. The Contractor shall cause the State and its officers, agents, and employees to be named as an additional insured on the policy and shall provide (1) a certificate of insurance (2) the declaration page and (3) the additional insured endorsement to the policy to Client Agency all in an electronic format acceptable to Client Agency prior to the Effective Date evidencing such coverage. The Contractor shall not begin Performance until the delivery of these 3 documents to Client Agency. Contractor shall provide an annual electronic update of the 3 documents to Client Agency on or before each anniversary of the Effective Date during the Term. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent, but only for that portion of the negligence attributable to the Contractor and not for that portion of the negligence attributable to the State.

b. Automobile Liability

\$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract, then automobile coverage is not required.

c. Workers' Compensation and Employer's Liability

Contractor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of \$100,000 for each accident, \$500,000 for disease, and \$100,000 for each employee, per policy period.

d. Excess/Umbrella Liability

Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

e. Information Security Privacy

Throughout the Term, Contractor shall carry, at Contractor's sole cost and expense, an information security and privacy Insurance policy with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including infringement of copyright, trademark, trade dress, invasion of privacy violations information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

f. Professional Liability

During the Term, and for a period of three (3) years thereafter, the Contractor shall carry Professional Liability Insurance in the amount of \$5,000,000 per Claim and Annual Aggregate. Contractor shall provide the State a certificate of insurance evidencing such Professional Liability Insurance coverage upon written request on an annual basis and shall not begin Performance until such a certificate has been provided to the Client Agency.

g. Owner's and Contractor's Protective Liability

74. Chief Information Officer Approval of Subcontractors

In accordance with Conn. Gen. Stat. § 4d-32, Contractor shall not award a subcontract for work under this Contract without having first obtained the written approval of the Chief Information Officer of the Client Agency or their designee of the selection of the subcontractor and of the provisions of the subcontract.

75. Iran Energy Investment Certification

- a. Pursuant to Conn. Gen. Stat. § 4-252a, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- b. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this Section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this Section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the state of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

76. Large State Contract Representation for Contractor

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

77. Large State Contract Representation for Official or Employee of State Agency

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

78. Call Center and Customer Service Work

Pursuant to Conn. Gen. Stat. §31-57aa(h), Contractor shall Perform all required State business-related call center and customer service work entirely within the state of Connecticut. If Contractor Performs work outside of the state of Connecticut and adds customer service employees who will Perform work pursuant to this Contract, then Contractor shall employ such new employees within the state of Connecticut prior to any such employee Performing any work pursuant to this Contract.

79. Transfer of Title

Upon payment by the Client Agency for each delivery of Goods pursuant to Exhibit D SOW, title to Goods delivered and accepted by the Municipalities shall pass to the Municipalities and the Warranty and maintenance and support for such Goods shall be coordinated by the Municipalities for the remainder of the term of this Contract. Contractor shall not transfer and Client Agency and any Municipalities shall not acquire any title to Contractor's Licensed Software.

80. Consumer Data Privacy and Online Monitoring

Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

81. Consulting Agreements Representation

Pursuant to Conn. Gen. Stat. § 4a-81, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in Conn. Gen. Stat. § 53a-157b, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of Conn. Gen. Stat. §4a-81.

_____ Consultant's Name and Title		_____ Name of Firm (if applicable)	
_____ Start Date	_____ End Date	_____ Cost	

The basic terms of the consulting agreement are:

Description of services provided:

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: _____

Name of Former State Agency

Termination Date of Employment

The parties are executing this Contract on the date below their respective signatures.

Election Systems & Software, LLC (CONTRACTOR)

BY: [Signature]

Name: Tared Plath

Title: VP of Finance
Duly Authorized

Date: 07/19/2024

STATE OF CONNECTICUT
Secretary of the State

BY: [Signature]

Name: Stephanie Thomas

Title: Secretary of the State
Duly Authorized

Date: 7/19/24

APPROVED AS TO FORM
STATE OF CONNECTICUT
Office of the Attorney General

BY: _____

Name: Jeffrey Zeman
Title: Assistant Attorney General
Date: _____

Exhibit A (Vendor Deliverables)

Quantity	Item Description	Unit Price	Extended Price
Hardware Costs (Hardware Warranty Through December 31, 2025)			
	DS300 Poll Place Scanner and Tabulator:		
2,699	DS300 (Includes Internal Backup Battery, Paper Roll, Imprinter Ink Cartridge and One (1) Standard 4GB Memory Device)	\$6,030.00	\$16,274,970.00
2,699	DS300 Ballot Box with Power Supply and AC Cord	\$955.00	\$2,577,545.00
2,699	Redundant 4GB Memory Device (VVSG 2.0 Requirement)	\$115.00	\$310,385.00
2,699	DS300 Soft-Sided Nylon Case	\$145.00	\$391,355.00
2,699	DS300 Privacy Screen	\$25.00	\$67,475.00
X	Cost to upgrade the Licensed Software to VVSG 2.0 Certification		Included
	DS950 High-Speed Central Counting System:		
13	DS950 (Includes Steel Table/Cart, Start-Up Kit, Dust Cover, Reports Printer, Battery Backup, USB Cable, Imprinter Ink Cartridge and Two (2) Standard 8GB Memory Devices)	\$133,170.00	\$1,731,210.00
X	Cost to upgrade the Licensed Software to VVSG 2.0 Certification		Included
	DS450 Medium Speed Central Counting System:		
38	DS450 (Includes Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, Imprinter Ink Cartridge and Two (2) Standard 8GB Memory Devices)	\$64,105.00	\$2,435,990.00
X	Cost to upgrade the Licensed Software to VVSG 2.0 Certification		Included
	Third Party Products:		
2	EMS 3rd Party Hardware for the Secretary of State and UConn Office	\$5,501.00	\$11,002.00
169	EMS 3rd Party Hardware for Municipalities	\$3,674.00	\$620,906.00
	Ballot on Demand:		
5	Compact Color Printer with Firmware	\$1,245.00	\$6,225.00
5	Ballot on Demand Laptop Computer	\$1,650.00	\$8,250.00
Software Costs (Software Warranty Through December 31, 2025)			
1	Electionware Election Management Software - PYO Base Package	\$250,000.00	\$250,000.00
X	Cost to upgrade the Licensed Software to VVSG 2.0 Certification		Included
Labor Costs			
	Implementation Service Package		\$1,008,380.00
X	Project Management		
X	Equipment and Software Training		
X	Regional General Public Demos		
X	Early Voting Support		
X	Regional Election Day Support		
X	Equipment Acceptance/Installation (Unboxing, Assembly, Testing, Repackaging and Set-Up at Town Locations)		
Miscellaneous and Other			
X	Shipping and Handling (Includes Distribution to 169 Towns/Cities)		\$320,000.00
X	Currently Owned Equipment Allowance and Statewide Discount		(\$6,017,900.00)
	TOTAL FIXED PRICE		\$19,995,793.00
Invoicing and Payment Terms			
	Initial Invoice - Upon Contract Execution:		\$9,589,488.00
	Retainage - Upon receipt of federal certification of EVS 6.7.0.0:		\$971,450.00
	Retainage - Upon receipt of federal certification of EVS 7.0.0.0:		\$971,450.00
	Remaining Amount To Invoice:		\$8,463,405.00
	Invoicing Plan - Remaining Amount:		
	Delivery and acceptance of DS300's:	\$2,104.00	\$5,678,696.00
	Delivery and acceptance of DS950's:	\$54,279.00	\$705,627.00
	Delivery and acceptance of DS450's:	\$26,660.00	\$1,013,080.00
	Delivery of EMS third party hardware to the Secretary of State and UConn Office:	\$4,751.00	\$9,502.00
	Delivery of EMS third party hardware to Municipalities:	\$1,547.00	\$261,443.00
	Delivery of Ballot on Demand laptops/printers:	\$1,868.00	\$9,340.00
	Delivery and Acceptance of Electionware at SOS Office:	\$218,892.00	\$218,892.00
	Services Invoiced as Incurred (Project Management, Training, Public Demos, Early Voting Support and Election Day Support):	\$1,975.00	\$566,825.00
			\$8,463,405.00

Exhibit A (Vendor Deliverables)

Quantity	Item Description	Unit Price	Extended Price
Annualized Cost (Commence Upon Expiration of the Warranty Period)			
Annual Post-Warranty Hardware Maintenance and Support Fees:			
2,699	HMA DS300 - Extended Warranty with Annual Maintenance	\$215.00	\$580,285.00
13	HMA DS950 - Extended Warranty with Annual Maintenance	\$4,615.00	\$59,995.00
38	HMA DS450 - Extended Warranty with Annual Maintenance	\$3,155.00	\$119,890.00
Annual Post-Warranty Firmware License and Maintenance and Support Fees:			
2,699	Firmware License - DS300	\$100.00	\$269,900.00
13	Firmware License - DS950	\$1,885.00	\$24,505.00
38	Firmware License - DS450	\$1,795.00	\$68,210.00
Annual Post-Warranty Software Maintenance and Support Fees:			
1	Electionware Election Management Software - PYO Base Package	\$62,500.00	\$62,500.00
Total Annualized Cost			\$1,185,285.00
Note: Annualized Costs are subject to annual increases in accordance with paragraphs 4 and 5 of the CT Source Contract.			

Ongoing Services And Other Items			
Programming Services (If provided by Election Systems & Software):			
	Precincts (Price per precinct in the election)		\$20.00
	Ballot Face Configurations (Price per ballot style)		\$20.00
	Contest / Issue Entries (Price per contest, referendum, question, and/or proposition in the election)		\$22.00
	Candidate / Response Entries (Price per candidate and/or response, including referendum and write-in for each contest/issue)		\$10.00
	Media Burn (Price per memory device)		\$20.00
Note: Programming services are subject to a \$700.00 minimum fee per town, per election. Other optional programming services are available for an additional fee.			
1	Additional Service Days		\$1,975.00 Per Day
1	DS300 Tote Bin		\$395.00
Note: Ongoing Services and Other Items are subject to annual increases in accordance with paragraphs 4 and 5 of the CT Source Contract. Prices do not include shipping & handling (as applicable).			

Footnotes:

- ES&S will coordinate the pickup, transportation and recycling of the trade-in equipment on a date to be mutually agreed upon by the parties.

Exhibit B

ELECTION SYSTEMS & SOFTWARE, LLC HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES AGREEMENT

THIS HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES AGREEMENT ("Agreement") is made effective as of the date set forth below, by and between Election Systems & Software, LLC, a Delaware Limited Liability Company ("ES&S") and State of Connecticut ("Customer").

RECITALS:

- A. ES&S has sold to Customer the proprietary voter tabulation equipment ("Equipment") and licensed the software ("Software") described on Attachment 1 and Customer now desires to obtain maintenance services for such Equipment and license, maintenance, and support services for such Software.
- B. ES&S has agreed to provide such services, subject to the terms and conditions of this Agreement.
- C. This Agreement supersedes and replaces in their entirety any and all prior agreements between ES&S and Customer respecting maintenance services for such Equipment and license, maintenance and support services for such Software.

NOW, THEREFORE, in consideration of the foregoing recitals (which are specifically incorporated herein by this reference) and the mutual representations, warranties, covenants and agreements set forth below, the parties hereby agree as follows:

ARTICLE I GENERAL

1. **Term; Termination.** This Agreement for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Attachment 1 (the "Term"). Upon expiration of the Term, this Agreement shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Agreement terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least sixty (60) days prior to the end of the Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Agreement, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Agreement. The termination of this Agreement shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event this Agreement is terminated pursuant to subsection 1(b) or 1(c) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance Services and Software License, Maintenance and Support Services under this Agreement, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Attachment 1 for the Term and any Renewal Periods. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Term are due as set forth on Attachment 1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period in accordance with paragraphs 4 and 5 of the CT Source Contract. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S

Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software and shall be in addition to any fees or charges separately referred to in any Section of this Agreement. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

ARTICLE II **HARDWARE**

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

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services". Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, 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"). ES&S may modify and make available additional Consumables as they may become available from time to time. Customer may request that Routine Maintenance Services be performed more than once during the Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Attachment 1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

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

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) use, modification, dismantling, disassembly, or transfer to third party without ES&S'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 ES&S or (4) causes beyond the reasonable control of ES&S or Customer, 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, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide “emergency” Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Attachment 1.

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

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

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

e. **Environment Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Product’s Documentation.

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

ARTICLE III **ANNUAL LICENSE OF SOFTWARE**

1. **Grant of License.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer a nonexclusive, nontransferable license for its bona fide full time, part time or temporary employees to use the Software and all related operating instructions, user manuals and training materials supplied by ES&S (collectively the "Documentation") in State of Connecticut ("Jurisdiction"). The license allows Customer to use and copy the Software (in object code only) and the Documentation, solely for the purposes of defining an election and tabulating and reporting election results in the Jurisdiction. The license does not permit Customer to take any of the following actions:

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

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

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

2. **License Fees.** In consideration for ES&S' grant of the license for the ES&S Software described in Section 1, Customer shall pay ES&S the ES&S Software License Fees set forth on Attachment 1. Any license or royalty fees payable to any Third Parties for the use of any third-party items are the sole responsibility of Customer.

3. **Term of License.** The Software License shall be in effect for the coverage period as described in Attachment 1 (the "License Term"). Upon expiration of the License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on Attachment 1. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 1, 2, or 4 with respect to, such license. Upon the termination of either of the licenses granted in Section 1 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

4. **Proprietary Rights.** Customer acknowledges and agrees that ES&S owns all right, title and interest in and to the Software and Documentation, subject to the license granted herein. ES&S likewise owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the Software and Documentation. The Software and Documentation also contain confidential and proprietary trade secrets of ES&S which are protected by law and are of substantial value to ES&S. Customer shall keep the Software and Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices which are set forth on the Software, the Documentation, and all permitted copies thereof.

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

1. **Services Provided.** ES&S shall provide maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), 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 Maintenance and Support Services provided by ES&S and each party's obligations with respect to such services are set forth on Attachment 1.

2. **Updates.** During the License Term or any License Renewal Term for which Customer has paid the associated renewal fees, ES&S may provide new releases, upgrades, or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is 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 ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Updates to the ES&S Equipment Firmware will be incorporated by ES&S into a regularly scheduled preventative maintenance event at no additional charge to Customer. If this foregoing is not acceptable to Customer and subject to Customer's prior execution of a purchase order therefore, ES&S shall charge to install the Updates to the ES&S Equipment Firmware. ES&S shall also charge Customer at its then-current rates to; (i) train Customer on Updates, if such training is requested by Customer and (ii) if applicable, provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Notwithstanding the foregoing, Customer shall pay ES&S to install all election management software Updates. If applicable, Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following

- (i) the total cost of any third-party items that are required in order to operate the Updates;
- (ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and
- (iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) use, modification, dismantling, disassembly, or transfer to third party without ES&S's prior written consent, (c) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (d) causes beyond the reasonable control of ES&S or Customer, 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) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (f) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

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

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

ARTICLE V **MISCELLANEOUS**

1. **Taxes; Interest.** Customer will provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement but shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 1, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such lesser amount as may be permitted by applicable law) for each month or portion thereof during which it remains unpaid.

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

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

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

fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.


5. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

6. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns. This Agreement, including Attachment 1 (which is specifically incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Attachment to this Agreement and these General Terms, the provision contained in the Attachment shall control. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing Equipment, Software and Services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or Services, but shall remain fully responsible for such performance. The provisions of Article II, Section 1(f) and Article III, and Article IV, Sections 1-6 shall survive the termination of this Agreement, to the extent applicable.

7. **Counterparts; Execution by Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date it is signed by the last of the parties hereto.

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




Signature
Jared Plath

Name (Printed or Typed)
VP of Finance

Title
07/19/2024

Date

Fax No.:



Signature
Stephanie Thomas

Name (Printed or Typed)
Secretary of the State

Title
7/19/2024

Date

PRICING SUMMARY AND PAYMENT TERMS

<u>Sale Summary:</u>		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	Attachment 1	
ES&S Software License, Maintenance and Support Fees	Attachment 1	
ES&S Firmware License, Maintenance and Support Fees	Attachment 1	
Total Maintenance Fees for the Term:		
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included and are the responsibility of Customer.		
Note 2: <u>Invoicing and Payment Terms are as Follows:</u>		
\$ due on or before ***** for the Coverage Period of ***** through *****.		

Attachment 1

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Term: _____

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee in Total
Total Maintenance Fees for the Coverage Period through				
Total Hardware Maintenance Fees for the Term				

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

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer's Designated Location:

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

Hardware Maintenance Services Provided by ES&S Under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. ES&S posts Technical Bulletins available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article 2, Section 1a. The inspection includes:
 - Service performed by an ES&S trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
 - Replacement of worn or defective with new or remanufactured federally and state certified parts.
 - Conducting a final test to verify that the unit is working according to manufacturer's specifications.

- Use of a checklist tailored for each piece of equipment.

5. Repair Services.

- Customer receives coverage for interim repair calls.
 - Interim calls may be scheduled during the regular Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity of Customer's location if they are not election critical.
 - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

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

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

License and Maintenance Term: _____

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

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee in Total
Total License, Maintenance and Support Fees for the Coverage Period through			
Total Software License, Maintenance and Support Fees for the Term			

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

License and Maintenance Term: _____

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

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee in Total
Total License, Maintenance and Support Fees for the Coverage Period through				
Total Firmware License, Maintenance and Support Fees for the Term				

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

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

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

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

1. Customer shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
 - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software application, or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
4. Customer shall be responsible for data extraction from Customer voter registration system.
5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance, or connectivity of the Customer's network.
8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
10. Customer 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 ES&S' then current rates.

Exhibit C

ACCEPTANCE TESTING CHECKLISTS

Municipalities Acceptance Testing

DS300 Acceptance Test

1. ☐ Confirm receipt of written verification from ES&S that installation is complete in compliance with its applicable installation procedures and checklists.
2. ☐ Verify DS300 is plugged into AC power.
3. ☐ Unlock and raise the top lid of the DS300 ballot box, raise the DS300 touch screen. Unit will power on automatically.
4. ☐ Insert EQC Media and Qualify DS300 for the election. Once prompted remove EQC Media.
5. ☐ Insert Election Media and enter election code.
6. ☐ Check Date, Time, and Time Zone.
7. ☐ Confirm Firmware version.
8. ☐ Check that both the imprinter cartridge and the red-dot stamper are present in the unit.
9. ☐ Check / Set machine ID.
10. ☐ Press the Open Poll button and then press Go to Voting Mode.
11. ☐ The Ballot Status Accounting Report and Zero Report prints automatically.
12. ☐ 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
 - c. ☐ Check the imprinted number, which is combination of the serial numbers, machine ID numbers, and town to which each machine is assigned.
13. ☐ Upon completion of tests, press the POLLS CLOSED button inside the access door.
14. ☐ The unit will automatically print a Results Report. Verify the results with the known results from the pre-marked deck.
15. ☐ Clear the Test Results.
16. ☐ Power off and unplug the DS300.
17. ☐ Remove USB Media.
18. ☐ Lock the DS300.
19. ☐ Remove Test Deck from Ballot Bin.
20. ☐ Attach Configuration, Zero, and Results Report to Acceptance document.

S/N: Tested _____

Pass: _____

Fail: _____ Reason: _____

Tester Initials _____

Municipalities Acceptance Testing

DS450 and DS950 Acceptance Test

1. ☐ Confirm receipt of written verification from ES&S that installation is complete in compliance with its applicable installation procedures and checklists.
2. ☐ Verify Scanner is plugged into UPS power and the UPS is turned on.
3. ☐ Verify Printer is connected to the Scanner via USB, connected to the UPS and is turned on.
4. ☐ Verify Printer has paper loaded.
5. ☐ Power on Scanner.
6. ☐ Insert EQC Media and Qualify Scanner for the Election. Once prompted remove EQC Media.
7. ☐ Insert Election Media and Load Election on Scanner. Once prompted remove Election Media.
8. ☐ Check Date, Time, and Time Zone.
9. ☐ Confirm Firmware version.
10. ☐ Check output trays are set to the correct ballot length.
11. ☐ Check the imprinter cartridge is present.
12. ☐ Enable scan screen sort options toggle.
13. ☐ Print zero report.
14. ☐ 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.
15. ☐ Toggle scan screen sort option to off to allow the overvotes and blanks to be tabulated.
16. ☐ Reprocess the sorted (overvotes / blanks) through the Scanner.
17. ☐ Save the batch and exit the scan screen.
18. ☐ Print a Results Report. Verify the results with the known results from the pre-marked deck.
19. ☐ Clear the Test Results.
20. ☐ Power off Scanner.
21. ☐ Remove Test Deck from Output Tray.
22. ☐ Attach Zero and Results Report to Acceptance document.

S/N: Tested _____

Pass: _____

Fail: _____ Reason: _____

Tester Initials _____

UConn Voter Lab Certification Testing

- *The following testing checklist is to be completed prior to Post Pilot Deployment (as defined in Exhibit D of CT Source Contract #2024-01) of equipment to municipalities. Testing shall occur once at an agreed upon single central location. Testing shall be conducted solely for the purpose of testing a limited number of units allocated for delivery to UCONN and/or designated as "Reserve" units on Exhibit D. Completion of this testing is not applicable to any Purchase Orders issued after Post Pilot Deployment and is not a condition precedent to acceptance of any equipment or payments on such Post Pilot Deployment Purchase Orders.*

Preparation for testing (DS300/450/950):

1. Test Deck Specifications

- a. ☐ Election 1: Closed Partisan Primary Election
 - i. Include two precincts with different ballot styles
- b. ☐ Election 2: General Election
 - i. Include a N-of-M contest
 - ii. Include a Yes/No Question
- c. ☐ Election 3: Municipal Election
 - i. Include a RCV contest
- d. ☐ Election 4: General Election
 - i. We will fill this out with a variety of marginal marks
 - ii. We will verify marginal mark treatment using this test deck
- e. ☐ (If conducting certification testing in November 2024 and/or September 2025)
Election 5: General Election
 - i. Include a contest with a candidate that is cross-endorsed by at least three parties

2. Election Definition

- a. Prepare and Load the Election Definition into the USB Flash drive.
 - i. Burn Media
 - 1. ☐ Early Voting
 - 2. ☐ By mail
 - 3. ☐ Election Day

3. Ballot Printing

- a. ☐ Print Ballots
- b. ☐ Have at least one ballot style that is two-sided
- c. ☐ Have at least two different ballot sizes

4. Marking the Test Deck

- d. ☐ Hand-marked
- e. ☐ Same pens
- f. ☐ Fold ballots

DS300 Testing:

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. ☐ Check that both the imprinter cartridge and the red-dot stamper are present in the unit.
8. ☐ Check / Set machine ID.
9. ☐ Press the Open Poll button and then press Go to Voting Mode.
10. ☐ The Ballot Status Accounting Report and Zero Report prints automatically.
11. ☐ Process predetermined test deck through tabulator.
12. 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. Plug the DS300 back into power.
 - c. ☐ Check the imprinted number, which is combination of the serial numbers, machine ID numbers, and town to which each machine is assigned.
 - d. ☐ Verify voting counts
 - e. ☐ Verify blank ballots
 - f. ☐ Verify folded ballots
 - g. ☐ Verify two sided Ballots
 - h. ☐ Verify overvotes
 - i. ☐ Verify undervotes
 - j. ☐ Verify write-in contest
 - k. ☐ Verify correct handling of marginal marks
13. ☐ Upon completion of tests, press the POLLS CLOSED button inside the access door. Confirm closing the polls on the touch screen.
14. ☐ The unit will automatically print a Results Report. Verify the results with the known results from the pre-marked deck.
 - a. ☐ Verify Voting location
 - b. ☐ Verify Voting district(s)
 - c. ☐ Verify that election specific data and ballots include every contest, candidate, and precinct.
15. ☐ Upload Test Results to EMS.
16. Compare the results reported in the EMS with the results reported by:
 - a. ☐ Printed tape
 - b. ☐ CVR
 - c. ☐ Backup USB stick
 - d. ☐ Ballot images
17. Review the tabulator system log for the following events:
 - a. ☐ Timestamps for every log entry

- b. ☐ Election programming/initialization
 - c. ☐ Authentication-related events
 - d. ☐ Opening/closing polls
 - e. ☐ Successful and unsuccessful ballot casting
 - f. ☐ Overvote rejection and override
 - g. ☐ Jams (if applicable)
 - h. ☐ Power on/off
 - i. ☐ Report printing
18. ☐ Verify Exiting or suspending election mode
- a. ☐ System should prevent re-entering election mode
 - b. ☐ No voting when voting is stopped
 - c. ☐ Report on voting stop process
19. ☐ Clear the Test Results.
20. ☐ Power off and unplug the DS300.
21. ☐ Remove USB Media.
22. ☐ Lock the DS300.
23. ☐ Remove the test deck from the ballot bin.

DS450/950 Testing:

- 1. ☐ Verify Scanner is plugged into UPS power and the UPS is turned on.
- 2. ☐ Verify the imprinter cartridge is present.
- 3. ☐ Verify Printer is connected to the Scanner via USB, connected to the UPS and is turned on.
- 4. ☐ Verify Printer has paper loaded.
- 5. ☐ Power on Scanner.
- 6. ☐ Insert EQC Media and Qualify Scanner for the Election. Once prompted remove EQC Media.
- 7. ☐ Insert Election Media and Load Election on Scanner. Once prompted remove Election Media.
- 8. ☐ Check Date, Time, and Time Zone.
- 9. ☐ Confirm Firmware version.
- 10. ☐ Check output trays are set to the correct ballot length.
- 11. ☐ Enable scan screen sort options toggle.
- 12. ☐ Print zero report.
- 13. ☐ Process predetermined test deck through the 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.

- d. ☐ Verify voting counts
 - e. ☐ Verify blank ballots
 - f. ☐ Verify folded ballots
 - g. ☐ Verify two sided Ballots
 - h. ☐ Verify overvotes
 - i. ☐ Verify undervotes
 - j. ☐ Verify write-in contest
 - k. ☐ Verify Write-in reconciliation
 - l. ☐ Verify Correct handling of marginal marks
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.
18. ☐ Verify the results with the known results from the pre-marked deck.
19. ☐ Verify the results with the known results from the pre-marked deck.
- a. ☐ Verify Voting location
 - b. ☐ Verify Voting district(s)
 - c. ☐ Verify that election specific data and ballots include every contest, candidate, and precinct.
20. ☐ Upload Test Results to EMS.
21. Compare the results reported in the EMS with the results reported by:
- a. ☐ Printed Report
 - b. ☐ CVR
 - c. ☐ Ballot images
22. Review the tabulator system log for the following events:
- a. ☐ Timestamps for every log entry
 - b. ☐ Election programming/initialization
 - c. ☐ Authentication-related events
 - d. ☐ Opening/closing polls (or equivalent event)
 - e. ☐ Successful and unsuccessful ballot casting
 - f. ☐ Overvote rejection and override
 - g. ☐ Jams (if applicable)
 - h. ☐ Power on/off
 - i. ☐ Report printing
23. ☐ Clear the Test Results.
24. ☐ Power off Scanner.
25. ☐ Remove Test Deck from Output Tray.

Exhibit D

Statement of Work

Copyright

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Disclaimer

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Scope of Work

The Project scope is to supply the Goods as set forth in Exhibit A to successfully transition the State from their existing vote tabulation and election management system to Contractor's voter tabulation system ("Hardware") and election management system ("EMS"), collectively the "System".

The Contractor Project Team will collaborate with the State to complete all steps for the implementation of the System including the delivery, installation, training and support of the System.

The Project deliverables consist of:

1. Project Management Services
2. Delivery and Installation of the Hardware:
 - a. DS300
 - b. DS450
 - c. DS950
 - d. Ballot on Demand
3. Configuration, Delivery, and Installation of EMS
4. Training and Documentation
 - a. Hardware Training
 - b. Ballot on Demand Training
 - c. EMS Training
5. Election Support Services
 - a. Election Coding Services – August 2024 and November 2024
 - b. Early Vote Support – August 2024, November 2024, September 2025
 - c. Regional Election Day Support – August 2024, November 2024, September 2025

DELIVERABLE 1 PROJECT MANAGEMENT SERVICES

Project Management Services will include the following work products:

- a. SOW and Project Plan
- b. Resource Allocation and Organizational Chart
- c. Communications Plan
- d. Issue and Risk Management Plan
- e. Change Control Plan
- f. Key Assumptions

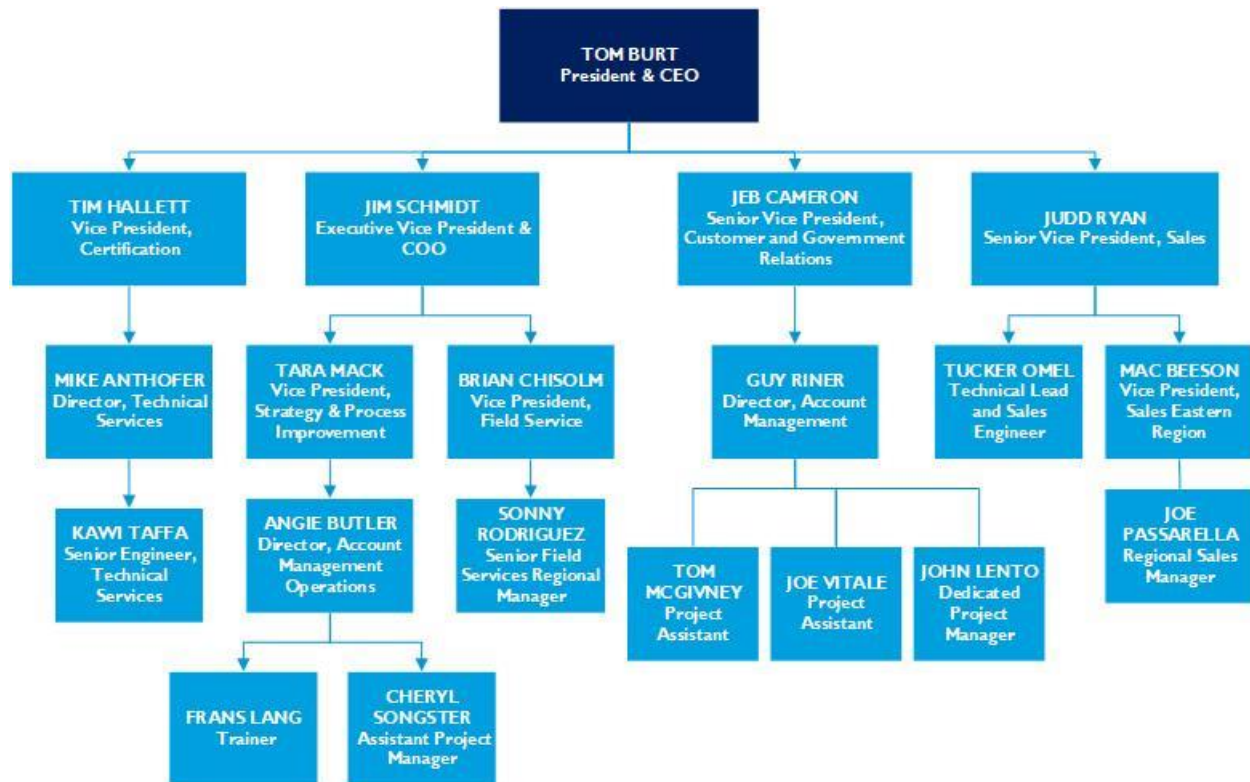
a. SOW and Project Plan

WBS	Task Name	Start	Finish	Owner
1	State of Connecticut Implementation Plan			
2	Project Initiation & Management/Go Live Phase			
3	Pilot Program			
3.1	Pilot Round 1 (August)	Mon 7/8/24	Tue 8/20/24	
3.1.1	Identify Pilot Municipalities	Mon 7/8/24	Mon 7/8/24	State
3.1.2	Order Hardware/Software and Services	Mon 7/8/24	Mon 7/8/24	Contractor
3.1.3	Shipment & Delivery of Equipment	Tue 7/9/24	Thu 7/11/24	Contractor
3.1.4	Installation of Equipment	Fri 7/12/24	Thu 7/18/24	Contractor
3.1.5	Acceptance Testing	Thu 7/18/24	Fri 7/19/24	State
3.1.6	Training -Locations TBD	Mon 7/22/24	Mon 7/22/24	
3.1.6.1	Training (2-3 Municipalities - TBD)	Mon 7/22/24	Mon 7/22/24	State,Contractor
3.1.6.2	Training (2-3 Municipalities - TBD)	Mon 7/22/24	Mon 7/22/24	State,Contractor
3.1.7	Ballot Production and Media Preparation	Mon 7/8/24	Tue 7/23/24	
3.1.7.1	Election Coding & Ballot Layout	Mon 7/8/24	Tue 7/23/24	
3.1.7.1.1	Coding	Mon 7/8/24	Tue 7/9/24	Contractor
3.1.7.1.2	Ballots	Wed 7/10/24	Tue 7/23/24	
3.1.7.1.2.1	Ballot Proofing	Wed 7/10/24	Thu 7/11/24	State
3.1.7.1.2.2	Ballot Order & Delivery	Fri 7/12/24	Tue 7/23/24	TBD
3.1.7.1.3	Media Burn	Tue 7/23/24	Tue 7/23/24	State
3.1.8	Logic & Accuracy Testing	Mon 7/29/24	Tue 7/30/24	State
3.1.9	Election	Mon 8/5/24	Tue 8/13/24	
3.1.9.1	Early Voting	Mon 8/5/24	Sun 8/11/24	State
3.1.9.2	Election Equipment Delivery to Polling Locations	Fri 8/9/24	Sat 8/10/24	State
3.1.9.3	Absentee and Early Voting Central Count	Tue 8/13/24	Tue 8/13/24	State,Contractor
3.1.9.4	Election Day	Tue 8/13/24	Tue 8/13/24	State,Contractor
3.1.10	Lessons Learned	Tue 8/20/24	Tue 8/20/24	State,Contractor
3.2	Pilot Round 2 (November)	Mon 8/19/24	Tue 11/19/24	
3.2.1	Identify Pilot Municipalities	Tue 8/20/24	Tue 8/20/24	State
3.2.2	Order Hardware/Software and Services	Tue 8/20/24	Tue 8/20/24	Contractor
3.2.3	Shipment & Delivery of Equipment	Mon 8/26/24	Fri 8/30/24	Contractor
3.2.4	Installation of Equipment	Mon 9/9/24	Fri 9/13/24	Contractor
3.2.5	Acceptance Testing	Mon 9/16/24	Thu 9/19/24	State
3.2.6	Training - Locations TBD	Tue 10/8/24	Tue 10/8/24	
3.2.6.1	Training (2-3 Municipalities - TBD)	Tue 10/8/24	Tue 10/8/24	State,Contractor
3.2.6.2	Training (2-3 Municipalities - TBD)	Tue 10/8/24	Tue 10/8/24	State,Contractor
3.2.7	Ballot Production and Media Preparation	Mon 8/19/24	Thu 9/19/24	
3.2.7.1	Election Coding & Ballot Layout	Mon 8/19/24	Thu 9/19/24	
3.2.7.1.1	Coding	Mon 8/19/24	Thu 8/29/24	Contractor
3.2.7.1.2	Ballots	Fri 8/30/24	Wed 9/18/24	

3.2.7.1.2.1	Ballot Proofing	Fri 8/30/24	Thu 9/5/24	State
3.2.7.1.2.2	Ballot Order& Delivery	Fri 9/6/24	Wed 9/18/24	TBD
3.2.7.1.3	Media Burn	Thu 9/19/24	Thu 9/19/24	State
3.2.8	Logic & Accuracy Testing	Mon 10/14/24	Tue 10/15/24	State
3.2.9	Election	Mon 10/21/24	Tue 11/5/24	
3.2.9.1	Early Voting	Mon 10/21/24	Sun 11/3/24	State
3.2.9.2	Election Equipment Delivery to Polling Locations	Fri 11/1/24	Sat 11/2/24	State
3.2.9.3	Absentee and Early Voting Central Count	Tue 11/5/24	Tue 11/5/24	State,Contractor
3.2.9.4	Election Day	Tue 11/5/24	Tue 11/5/24	State,Contractor
3.2.10	Lessons Learned	Tue 11/19/24	Tue 11/19/24	State,Contractor
4	Post Pilot	Tue 11/19/24	Wed 11/12/25	
4.1	Kickoff/Initial Project Planning Meeting	Tue 11/19/24	Wed 11/20/24	
4.1.1	Introduce Project Team	Tue 11/19/24	Tue 11/19/24	State,Contractor
4.1.2	Finalize Implementation Schedule	Tue 11/19/24	Wed 11/20/24	State,Contractor
4.2	Identify Warehouse Space for Equipment Staging	Mon 11/18/24	Fri 1/10/25	Contractor
4.3	Order Hardware/Software and Services	Mon 1/6/25	Tue 1/14/25	
4.3.1	Prioritize Shipping Locations	Mon 1/6/25	Thu 1/9/25	Contractor
4.3.2	Order Hardware/Software and Services	Fri 1/10/25	Tue 1/14/25	Contractor
4.4	Product Documentation Delivery	Mon 1/20/25	Mon 1/20/25	
4.4.1	Hardware User Operations Manuals	Mon 1/20/25	Mon 1/20/25	Contractor
4.4.2	Hardware Maintenance Manuals	Mon 1/20/25	Mon 1/20/25	Contractor
4.4.3	Ballot on Demand Manuals	Mon 1/20/25	Mon 1/20/25	Contractor
4.4.4	EMS Software User Operations Manuals	Mon 1/20/25	Mon 1/20/25	Contractor
4.5	Delivery & Installation of Equipment	Mon 1/20/25	Mon 6/23/25	
4.5.1	Ship Equipment to CT Warehouse	Mon 1/20/25	Fri 5/16/25	
4.5.1.1	Assign Equipment By Location	Mon 1/20/25	Wed 1/22/25	Contractor
4.5.1.2	Install Tabulation Equipment at CT Warehouse	Thu 1/23/25	Fri 5/16/25	Contractor
4.5.1.3	Perform Acceptance Testing	Thu 1/23/25	Fri 5/16/25	State
4.5.1.4	Ship Hardware to Customer Site	Thu 1/23/25	Fri 5/16/25	Contractor
4.5.1.5	Final User Acceptance Testing	Thu 1/23/25	Fri 5/16/25	State
4.5.1.6	Sign-off on Delivery	Thu 1/23/25	Fri 5/16/25	State
4.5.2	Election Management System (EMS) Hardware	Tue 4/1/25	Mon 6/23/25	
4.5.2.1	Stage & Prepare EMS Workstations	Tue 4/1/25	Mon 6/23/25	Contractor
4.5.2.2	Ship Workstation to Municipalities	Tue 4/1/25	Mon 6/23/25	Contractor
4.5.2.3	Sign-off on Delivery	Tue 4/1/25	Mon 6/23/25	State
4.5.3	Ballot on Demand Hardware	Tue 4/1/25	Mon 4/14/25	
4.5.3.1	Ship Ballot on Demand Hardware	Tue 4/1/25	Mon 4/7/25	Contractor
4.5.3.2	Install Ballot on Demand Hardware	Tue 4/8/25	Thu 4/10/25	Contractor
4.5.3.3	Sign-off on Delivery & Acceptance Testing	Fri 4/11/25	Mon 4/14/25	State
4.6	Training	Mon 4/7/25	Fri 7/25/25	
4.6.1	Confirm Regional Training Locations	Mon 4/7/25	Tue 4/8/25	State

4.6.2	Training Documentation	Mon 4/28/25	Mon 4/28/25	
4.6.2.1	Hardware Pre-Election Day Checklists	Mon 4/28/25	Mon 4/28/25	Contractor
4.6.2.2	Hardware Election Day Checklists	Mon 4/28/25	Mon 4/28/25	Contractor
4.6.2.3	Ballot on Demand Training Documentation	Mon 4/28/25	Mon 4/28/25	Contractor
4.6.2.4	EMS Software Training Documentation	Mon 4/28/25	Mon 4/28/25	Contractor
4.6.3	Regional Municipal Trainings (DS300, EMS)	Mon 5/5/25	Fri 6/27/25	State,Contractor
4.6.4	Regional Municipal Trainings (DS450, DS950)	Mon 5/5/25	Fri 6/27/25	State,Contractor
4.6.5	SOS/UConn Official Training	Wed 5/7/25	Thu 5/8/25	State,Contractor
4.6.6	EMS Software Training/Program Your Own (PYO) Training	Mon 5/12/25	Fri 5/16/25	State,Contractor
4.6.7	Regional General Public Demos	Mon 7/7/25	Mon 7/14/25	State,Contractor
4.7	Ballot Production and Media Preparation	Mon 6/9/25	Fri 8/15/25	
4.7.1	Election Coding & Ballot Layout	Mon 6/9/25	Fri 8/15/25	
4.7.1.1	Coding	Mon 6/9/25	Fri 7/11/25	Contractor
4.7.1.2	Ballots	Mon 7/7/25	Fri 8/15/25	
4.7.1.2.1	Ballot Proofing	Mon 7/7/25	Mon 7/14/25	State
4.7.1.2.2	Ballot Order & Delivery	Mon 7/14/25	Wed 7/23/25	TBD
4.7.1.2.3	Media Burn	Mon 8/11/25	Fri 8/15/25	State
4.8	Logic & Accuracy Testing	Mon 8/25/25	Fri 8/29/25	State
4.9	Election	Tue 9/8/25	Tue 9/16/25	
4.9.1	Early Voting	Mon 9/8/25	Sun 9/14/25	State
4.9.2	Election Equipment Delivery to Polling Locations	Mon 9/8/25	Fri 9/12/25	State
4.9.3	Absentee and Early Voting Central Count	Tue 9/16/25	Tue 9/16/25	State,Contractor
4.9.4	Election Day	Tue 9/16/25	Tue 9/16/25	State,Contractor
5	Post-Election Closeout/Post Go Live Phase	Tue 9/23/25	Tue 9/23/25	
5.1	Lessons Learned	Tue 9/23/25	Tue 9/23/25	State,Contractor

b. Resource Allocation and Organizational Chart



Project Sponsors

A Sr. Vice President and Director of Account Management will oversee the Project and serve as Project Sponsors and escalation points to the State and the Contractor Project team.

- **Jeb Cameron**, Sr. Vice President, Customer and Government Relations
- **Guy Riner**, Director of Account Management

Contractor Project Management Team

The Contractor Project Manager shall be responsible for the overall planning, communication, management, and coordination of services. The Project Manager shall be the liaison between the State and Contractor as it pertains to the delivery of all Goods as set forth in Exhibit A.

- **John Lento**, Dedicated Project Manager
- **Cheryl Songster**, Assistant Project Manager
- **Joe Passarella**, Regional Sales Manager
- **Joe Vitale**, Project Assistant
- **Tom McGivney**, Project Assistant
- **Tucker Omel**, Technical Lead and Sales Engineer
- **Frans Lang**, Trainer
- **Sonny Rodriguez**, Regional Manager, Field Services

Contractor Technical Services Team

Responsible for the configuration and delivery of the EMS and third party hardware.

- **Michael Anthofer**, Director, Technical Services
- **Kawi Taffa**, Senior Engineer, Technical Services

Contractor Technical Support Team

CONTRACTOR' Project Manager is the **State of Connecticut's** first point of contact for all equipment and software technical issues.

Our Technical Support Team staffed with experienced hardware and software support technicians and engineers stands behind the Project Manager and positioned to resolve all technical issues. This team utilizes a 3-tiered escalation process to assure all technical issues are addressed by the appropriate subject matter experts in a timely manner. The Technical Support Team has direct access to Tier 3 product engineers, system administrators, and software developers and is available 24x7 during critical election periods.

Tier 2 Level of Support

CONTRACTOR Telephone: 1-877-377-8683 (1-877-ESS-VOTE)

Hardware Support - Option 4 and then Option 1

Software Support - Option 4 and then Option 2

Email: software@essvote.com for Software Support; hardware@essvote.com for Hardware Support

When a State staff member calls or emails the Contractor Help Desk during hours of operation, an Contractor hardware/software technician will acknowledge the issue and respond to the appropriate State staff member to start the resolution process.

Hours of Operation:

Monday – Friday, 7:00 a.m. to 7:00 p.m. CST

After hours: On-call technician will be notified to return call as soon as possible.

Hours of operation during scheduled elections: For a 24-hour period beginning at 4:00am CST on Election Day.

Contractor maintains information regarding all statewide election dates. In the event of a special election, or other significant date, the State Staff can notify Contractor of these dates and the Technical Support Team Tier 2 support will be staffed to support the State accordingly.

Tier 3 Level of Support

Issues that are unable to be resolved within Tier 2 Support are elevated internally to Tier 3 status.

As needed, the Tier 2 technicians will work with Tier 3 Contractor resources to diagnose an issue and develop the appropriate course of action / remedy.

Contractor Field Service Technicians

Contractor will leverage its existing regional field service support network to provide support and assistance throughout the duration of the Project to provide on-site technical repairs and other troubleshooting support, as needed.

c. Communications Plan

The Contractor Project Manager is responsible for management of project resources, provide Project guidance and monitor and report on overall progress. As the primary communicator for the Project, the Project Manager will distribute information according to this Communication Management Plan.

Reporting shall include, but not be limited to, weekly status calls, status of identified issues and risks, and an updated Project schedule reflecting actual milestone progress as compared to agreed-upon time periods. Reporting methods shall be followed as mutually agreed upon by Contractor and the State.

d. Issue and Risk Management Plan

Contractor Project team members are expected to identify project-related risks and timely report them to the Contractor Project Manager. Risk management encompasses early identification of issues coupled with risk assessment, analysis and mitigation. The iterative process begins at Project start and continues throughout the duration of the Project. Risk management is an agenda item during recurring Project meetings and Status Updates.

Step 1: Identification of a Project Risk

Project issues and risks shall be documented. Specific risks may be identified by continuous monitoring and management of the SOW and feedback from the State.

Step 2: Investigation of the Project Risk

To investigate Project risks, the Project team shall:

Investigate each risk for the potential Project impact in terms of scope, effort, schedule and cost. The team explores alternative scenarios and offers options for resolution. All proposed resolutions are distributed to the Project Manager reviewed at project status meetings.

A risk resolution may result in a change in Project scope. In this case, the Project Change Control Process will be followed to determine the estimated cost and schedule impact of implementing the resolution.

Step 3: Resolution of the Risk

To resolve or mitigate Project risks, the Project team shall:

Review resolution options for each Project risk and recommend the most appropriate resolution to the State.

Create a Change Request, if necessary, to implement the resolution.

If necessary, escalate issues that prove intractable to the Project Sponsors.

Step 4: Determine Risk Mitigation Strategies

To determine risk mitigation strategies, the Project Team shall:

Review each risk so potential Project impact is communicated openly and to appropriate team members. If the Project team is aware of the risks at an early stage, then they can manage expectations accordingly.

Review the possible mitigation options for each risk and agree on the appropriate containment measures. Use a Change Request to implement containment measures as necessary.

Step 5: Review Risks Periodically

Effective risk management requires an on-going and proactive risk program. The Project Team will continue to identify, investigate, monitor and manage the risk process. Risks identified will remain open until they are managed appropriately. Contractor will review all risks and containment measures periodically to ensure the strategies for each are still appropriate.

e. Change Control Plan

If an agreed upon change needs to take place during the life of the Project, Contractor's standard practice is to utilize the Change Control process. All changes will be documented and tracked by the Project Manager and reviewed with the State in the course of regular status update meetings. Please reference the Change Control form at the bottom of this document for detailed information.

f. Key Assumptions

Contractor will rely on the following key assumptions in the delivery of the Goods as set forth on Exhibit A. Deviations from these key assumptions that may have a material impact will be

brought to the attention of the State by the Project Manager, and together the parties will mutually agree on an appropriate course of action.

- i. Assigned resources will remain committed for the duration of the project. In the event any of the resources named in this document become unavailable, Contractor will provide an equally capable replacement, subject to approval by the State.
- ii. CONTRACTOR's single Point of Contact is the Contractor Project Manager. The State shall designate a single point of contact. All decisions, including approvals and scope changes, will be made through these two individuals.
- iii. The Project depends on the close involvement of the State to provide timely input, review, and acceptance of the Hardware and EMS, and be available for presentations and conference calls throughout the Project.
- iv. The State shall provide Contractor with reasonable and adequate access to site(s), facilities and workspaces to enable successful delivery of the Hardware and EMS. Where applicable, the State will ensure the applicable site(s) shall be ready prior to the date scheduled for Contractor to perform Hardware and EMS delivery.
- v. The State shall provide proper security clearances and/or escorts as required to access site(s) for equipment installation(s)
- vi. Any requested changes to the Project scope, schedule or budget must be submitted to Contractor' Project Manager only.
- vii. All Documentation will be provided in electronic form, unless otherwise expressly agreed by Contractor and the State.
- viii. The State shall provide Contractor with pre-approved electronic files of all logos, product images, written content, and subject matter experts as required. The State will ensure they have all necessary rights and licenses to such assets.

DELIVERABLE 2

DELIVERY AND INSTALLATION OF HARDWARE

a. Deliverables Summary

- **2,699** DS300 Precinct-Based Scanner and Tabulators
- **38** DS450 High-Throughput Scanner and Tabulators
- **13** DS950 High-Speed Central Scanner and Tabulators
- **5** Ballot on Demand Printers

b. Storage Location Requirements

Contractor will work with the State to ensure each location that houses Hardware and/or EMS meets Contractor storage and electrical requirements.

c. Delivery and Installation

In regard to the August and November 2024 pilot elections, Contractor recommends that the delivery of Hardware be directly to the municipality, where installation and acceptance testing will occur. Contractor will work with the State and the municipality to schedule the delivery and installation.

Following the November 2024 pilot election, Contractor will secure a central location to deliver all remaining Hardware and perform unboxing / assembly and installation. The State will conduct the mutually agreed-upon initial User Acceptance Test at this central location. Contractor field service technicians shall perform the Hardware installation. The State is not required to assist with unboxing / assembly or installation; however, the State is welcome to engage in these activities at their discretion. Contractor certified field service technicians will provide training to the State staff as required.

The State will be responsible for the User Acceptance Testing at the central warehouse facility and municipality. Once installation and User Acceptance Testing at the central warehouse facility is complete, Contractor will prepare the Hardware for delivery to the individual municipalities. Within ten working days of delivery to the municipalities by Contractor, the State shall conduct and complete the final User Acceptance Test. For the 2024 pilot elections, Contractor will coordinate the inventorying of existing voting equipment with LHS. As new equipment is delivered to municipalities in 2025, Contractor will arrange for the recycling/disposal of such equipment. Contractor will also be responsible for disposing of cardboard and other packaging.

Please reference the Equipment Allocation List at the bottom of this document for detailed information.

DELIVERABLE 3

CONFIGURATION, DELIVERY AND INSTALLATION OF EMS

The EMS provided to the State operates on a certified client architecture configured by the Contractor Technical Service Team.

Implementation Summary:

State of Connecticut – EMS residing on a single workstation, pre-configured off-site and delivered to the State.

University of Connecticut – EMS residing on a single workstation, pre-configured off-site and delivered to the University.

Each of the 169 Municipalities – EMS residing on a single workstation, pre-configured off-site and delivered to the Municipalities.

Note: For the pilot elections in 2024, the State will use manual reporting for election results. The EMS and third party hardware will be delivered in time for use in the September 2025 election.

DELIVERABLE 4

TRAINING AND DOCUMENTATION

Contractor will provide training to the State and municipalities staff on the Hardware, Ballot on Demand and EMS Goods. Contractor will provide one (1) resource for each training session based on the Course List below. Contractor will provide one (1) resource for each of the Regional Public Demos.

A brief description along with the length of each class, intended audience, and number of participants is provided in the following Training Course List section. Contractor's training covers end-to-end operation of the System; step-by-step procedures covering Hardware set up, operation and shut-down procedures, and other relevant information related to the use of the System.

During each training session, Contractor will provide user manuals with procedures for using the Hardware and EMS and will consist of administrator, poll worker, and troubleshooting guides. For EMS training, fully configured laptops will be supplied. For Hardware training, Contractor will use the State's Hardware.

The State will identify regional training locations prior to the 2024 pilot elections and the September 2025 Election. When selecting training locations, the State should consider space, noise pollution, adequate power outlets, power strips, and extension cords. The training environment must be comfortable and conducive to a successful learning environment. The location(s) should allow all participants to focus on training with minimal distractions.

Contractor Project Team will work with the State to deliver a customized training program that best meets the needs of the State and the municipalities.

TRAINING COURSE DESCRIPTIONS

DS300 Tabulator Operation Course

Course Length – ½ Day

This course introduces election personnel to the DS300 Tabulator. Successful participants gain the knowledge, skills, and abilities to operate the Contractor tabulator.

Covered topics include:

- In-depth overview of the DS300 Tabulator, including equipment setup, hardware components, and system functionality.
- Pre-election preparation requirements including loading and testing the election.
- Operations including opening and closing the polls for Early Voting and Election Day, marking and casting ballots, and how the device meets ADA standards.
- Troubleshooting procedures.

Pre-Requisite(s):

- None

Audience:

- Election Staff

Number of Participants:

- 1 - 20

DS450 Central Scanner and Tabulator Operations Course

TRAINING COURSE DESCRIPTIONS

Course Length – ½ Day

This course introduces election personnel to the DS450 Central Scanner and Tabulator. Participants gain the knowledge, skills, and ability to operate the DS450.

Covered topics include:

- In-depth overview of the DS450 Central Scanner and Tabulator, including equipment setup, hardware components, and system functionality.
- Pre-election preparation requirements including loading and testing the election.
- Operations include preparing, scanning and tabulating ballots, as well as maintaining the DS450 Central Scanner and Tabulator.
- Troubleshooting procedures.

Pre-Requisite(s):

- None

Audience:

- Election Staff

Number of Participants:

- 1 – 20

DS950 Central Scanner and Tabulator Operations Course

Course Length – ½ Day

This course introduces election personnel to the DS950 Central Scanner and Tabulator. Participants gain the knowledge, skills, and ability to operate the DS950.

Covered topics include:

- In-depth overview of the DS950 Central Scanner and Tabulator, including equipment setup, hardware components, and system functionality.
- Pre-election preparation requirements including loading and testing the election.
- Operations include preparing, scanning and tabulating ballots, as well as maintaining the DS950 Central Scanner and Tabulator.
- Troubleshooting procedures.

Pre-Requisite(s):

- None

Audience:

- Election Staff

Number of Participants:

- 1 – 20

EMS – Full PYO Course

Course Length – 5 Days

This course will provide election personnel knowledge of the EMS. The participant will be able to build an election, design ballots, program election hardware, and produce general election reports for a Primary, General, and Special election.

The EMS modules allow the participant to gain the following knowledge, skills, and abilities to:

- **Define:** Build, maintain, and store all election-related data (i.e., precincts, districts, offices, candidates, and questions) in one database.
- **Design:** Create an election ballot layout for paper ballots.
- **Deliver:** Configure and package election equipment media.

Pre-Requisite(s):

- None

Audience:

- Election Coding Staff

Number of Participants:

- 1 – 10

TRAINING COURSE DESCRIPTIONS

- **Results:** Generate customized election reports in paper or electronic format, as well as view and manage ballot images captured from Contractor Hardware. Display and export results in different formats.
- **Manage:** Manage user account and security access to the EMS.

EMS Reporting with Media Burn Course

Course Length – ½ Day

The Electionware EMS Results Module course will provide election personnel with knowledge of the Contractor EMS Results Module. Election personnel will learn to generate and display customized election reports in either paper or electronic formats.

Covered topics include:

- In-depth overview of the Electionware EMS Results Module.
- Packaging media for election equipment.
- Pre-election setup for testing.
- Displaying and exporting results in different formats.
- Post-election procedures.

Pre-Requisite(s):

- None

Audience:

- Election Staff

Number of Participants:

- 1 – 10

Ballot-on-Demand Operations Course

Course Length – ½ Day

This course introduces election personnel to the Ballot-on-Demand system. Successful participants gain the knowledge, skills, and abilities to operate the Ballot-on-Demand system.

Covered topics include:

- In-depth overview of the BOD system, including loading ballot-stock, changing consumables, and clearing jams.
- Pre-election preparation requirements including obtaining printing consumables and working with personnel to ensure that the system is set up correctly.
- Pre-election operations including operation of the BOD software and directions for printing ballots, as needed.
- Troubleshooting procedures.

Pre-Requisite(s):

- None

Audience:

- Election Staff

Number of Participants:

- 1 – 20

DELIVERABLE 5 ELECTION SUPPORT SERVICES

Election Coding Services

Contractor will perform the election coding for the August and November 2024 pilot elections at no charge to the State.

Logic and Accuracy Testing

The State is responsible for the conduct of all logic and accuracy testing.

Early Vote and Regional Election Day Support

Contractor will supply support representatives for the 2024 Pilot elections and 2025 September election in accordance with Exhibit A of the Contract and will coordinate the usage of these resources with the State.



Project Change Control Form

I. General Information

Title of Change			Change Number
Project Name			Date
Person Requesting the Change	Company/Agency	Email	Phone
Vendor/Contractor – Including Contact		Email	Phone

II. Change Control Definition

Description: (Describe the proposed change.)

III. Justification, Impact and Alternatives

A. Justification: (Justify why the proposed changes should be implemented.)
B. Impact of Not Implementing: (Explain the impact if the proposed change is not implemented.)
C. Alternatives: (Provide one to three alternatives that could be implemented instead of the proposed change.)
D. Additional Costs, if applicable, to be Incurred by Delay in Approval of PCO.

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IV. Type of Change

Check all that apply.

<input type="checkbox"/> Addition of Work	<input type="checkbox"/> De-Scope Work	<input type="checkbox"/> Change Date of Major Milestone/Deliverable
<input type="checkbox"/> Re-Baseline Schedule	<input type="checkbox"/> Personnel/Resources	<input type="checkbox"/> Other (specify) Replacement Request
Impact Description (Describe the impact for each of the items checked) <input type="checkbox"/> Cost <input type="checkbox"/> Schedule <input type="checkbox"/> Scope		

V. Vendor/Contractor's Response to Change Request

Response (Include any Cost Determinations)

VI. Change Request Review

<input type="checkbox"/> Initial <input type="checkbox"/> Final			
Review Date	Authorized Members	Authorized Member's Role	Recommendation
			<input type="checkbox"/> Approve <input type="checkbox"/> Reject <input type="checkbox"/> Defer Until: [DATE]
Rationale for Recommendation: (State the rationale for recommendation.)			
Special Instructions: (Provide any additional information regarding the final recommendation.)			

VII. Authorization Signatures

Name	Title and Agency	Signature	Date

EQUIPMENT ALLOCATION LIST

Town Name	DS300s	DS450s	DS950s
Andover	5	0	0
Ansonia	23	0	0
Ashford	5	0	0
Avon	14	0	0
Barkhamsted	5	0	0
Beacon Falls	5	0	0
Berlin	15	0	0
Bethany	5	0	0
Bethel	16	0	0
Bethlehem	7	0	0
Bloomfield	19	0	0
Bolton	8	0	0
Bozrah	5	0	0
Branford	22	1	0
Bridgeport	69	0	2
Bridgewater	7	0	0
Bristol	30	1	0
Brookfield	15	0	0
Brooklyn	7	0	0
Burlington	6	0	0
Canaan	4	0	0
Canterbury	5	0	0
Canton	7	0	0
Chaplin	5	0	0
Cheshire	28	1	0
Chester	5	0	0
Clinton	7	0	0
Colchester	12	0	0
Colebrook	4	0	0
Columbia	5	0	0
Cornwall	4	0	0
Coventry	9	0	0
Cromwell	7	0	0
Danbury	50	1	0
Darien	26	0	0
Deep River	5	0	0
Derby	12	0	0
Durham	10	0	0
E. Granby	5	0	0
E. Haddam	6	0	0
E. Hampton	7	0	0

E. Hartford	24	1	0
E. Haven	29	0	0
E. Lyme	14	0	0
E. Windsor	13	0	0
Eastford	4	0	0
Easton	8	0	0
Ellington	13	0	0
Enfield	24	1	0
Essex	6	0	0
Fairfield	37	0	1
Farmington	21	1	0
Franklin	5	0	0
Glastonbury	21	1	0
Goshen	5	0	0
Granby	9	0	0
Greenwich	52	0	1
Griswold	8	0	0
Groton	23	1	0
Guilford	19	0	0
Haddam	10	0	0
Hamden	48	1	0
Hampton	4	0	0
Hartford	70	0	1
Hartland	5	0	0
Harwinton	8	0	0
Hebron	6	0	0
Kent	5	0	0
Killingly	21	0	0
Killingworth	6	0	0
Lebanon	8	0	0
Ledyard	12	0	0
Lisbon	7	0	0
Litchfield	11	0	0
Lyme	5	0	0
Madison	12	0	0
Manchester	31	1	0
Mansfield	16	0	0
Marlborough	5	0	0
Meriden	40	1	0
Middlebury	8	0	0
Middlefield	8	0	0
Middletown	35	1	0
Milford	31	1	0

Monroe	16	0	0
Montville	17	0	0
Morris	5	0	0
Naugatuck	28	0	0
New Britain	49	1	0
New Canaan	20	0	0
New Fairfield	10	0	0
New Hartford	8	0	0
New Haven	100	0	1
New London	14	0	0
New Milford	27	0	0
Newington	22	1	0
Newtown	16	1	0
Norfolk	4	0	0
N. Branford	13	0	0
N. Canaan	5	0	0
N. Haven	19	0	0
N. Stonington	5	0	0
Norwalk	45	0	1
Norwich	23	0	0
Old Lyme	6	0	0
Old Saybrook	10	0	0
Orange	12	0	0
Oxford	7	0	0
Plainfield	12	0	0
Plainville	16	0	0
Plymouth	7	0	0
Pomfret	5	0	0
Portland	6	0	0
Preston	5	0	0
Prospect	8	0	0
Putnam	8	0	0
Redding	6	0	0
Ridgefield	15	1	0
Rocky Hill	14	0	0
Roxbury	5	0	0
Salem	7	0	0
Salisbury	5	0	0
Scotland	4	0	0
Seymour	12	0	0
Sharon	5	0	0
Shelton	16	1	0
Sherman	5	0	0

Simsbury	15	1	0
Somers	6	0	0
S. Windsor	20	0	0
Southbury	15	0	0
Southington	28	1	0
Sprague	5	0	0
Stafford	11	0	0
Stamford	73	0	2
Sterling	5	0	0
Stonington	19	0	0
Stratford	52	1	0
Suffield	7	0	0
Thomaston	6	0	0
Thompson	12	0	0
Tolland	12	0	0
Torrington	20	1	0
Trumbull	29	1	0
Union	3	0	0
Vernon	21	0	0
Voluntown	5	0	0
Wallingford	28	1	0
Warren	4	0	0
Washington	7	0	0
Waterbury	65	0	1
Waterford	16	0	0
Watertown	16	0	0
W. Hartford	35	0	1
W. Haven	30	1	0
Westbrook	8	0	0
Weston	6	0	0
Westport	22	1	0
Wethersfield	19	1	0
Willington	5	0	0
Wilton	13	0	0
Winchester	6	0	0
Windham	15	0	0
Windsor	22	1	0
Windsor Locks	10	0	0
Wolcott	12	0	0
Woodbridge	8	0	0
Woodbury	8	0	0
Woodstock	8	0	0
UConn	4	1	0

Reserve	68	8	2
Total	2699	38	13