I am writing from the Wharton Public Policy Initiative at the University of Pennsylvania. We have been conducting an academic study of the voting technology industry, with a particular emphasis on the competitive dynamics of the industry. Our initial finds were published in 2017, in a report titled *The Business of Voting*. Currently, we are working on an update to that report, which will specifically focus on understanding the variations in prices of voting equipment across the country. We very much would like to include data from your jurisdiction in our updated report.

With that in mind, I am writing to ask if you would share copies of any contracts from your most recent voting machine procurement. We understand that the most recent procurement might have been several years ago, but hope you’ll agree that these public records are in the public interest and will contribute significantly to our understanding of how the voting technology industry operates. We have already received contracts from hundreds of counties across the country, but would be grateful for the additional information your county’s contracts might provide.

Please let me know if you would be able to provide this information or can connect me to someone who has access to it. My direct email address is ascooper@wharton.upenn.edu.

I very much appreciate your time, and thank you in advance for your assistance.
Sincerely,

Andrew Coopersmith, PhD
Managing Director

Wharton Public Policy Initiative
University of Pennsylvania
3620 Locust Walk, SH-DH 201
Philadelphia, PA 19104-6302
1+215-898-1197
ascooper@wharton.upenn.edu
https://publicpolicy.wharton.upenn.edu/

Copyright © 2019 Wharton Public Policy Initiative, All rights reserved.
Study related to election tech industry.

Our mailing address is:
Wharton Public Policy Initiative
3620 Locust Walk
202 Steinberg Hall - Dietrich Hall
Philadelphia, PA 19104-6302

Add us to your address book

Want to change how you receive these emails?
You can update your preferences or unsubscribe from this list.
### Contract Processing Checklist

**Order #:** 10405716  
**Quote #: as needed:**  
**Rental/Trade In RMA#:**  
**Profit Center:** 02

<table>
<thead>
<tr>
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<tr>
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<tr>
<td>E-mail Sales Order List to Appropriate Personnel</td>
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☑ Equipment only: *Technical Support-Hardware, Brett Honig (laptops & Balotar), Courtney Jackson

☐ Install/ACC Inc: *ESS Omaha FS Team

☐ Software: Software-Firmware Distribution

☐ Service Days(Training, Project Mgmt, Site Support): *Resourcing

☐ Rentals: *Resourcing, Brett Honig, *CSC on Rentals

☐ Including Pollbook, BOD, VBM, Print Serv., &/or Elec Serv.

☐ Pollbook: Tara Roble, *CSC

☐ Print Services: *CSC

☐ Balotar: Dustin Jeffries, *CSC

☐ Finance Fees: Cindy Albarithy, Dick Jablonski

- Norton Antivirus Software (PN 9736):

- ESS Purchasing

- Central Point & Data Conversion: Jessie Blackman

- BOL, Express Pass, Express Link: Rob Weibush, Lex Scott Morrison, *CSC

- TX Rentals with Media/Precinct Kits: Ariela Bonen & John Moody

- 3rd Party Resale from FIW: *Technical Systems

- ESS Purchasing

- Vote By Mail: *CSC

- E2lection Services: *CSC

- VR: Victor Williams, Tammy Foster

- Electionware Election Night Reporting: Carol Miller

IF Rental/Trade-In Agreement: RMA Entered

IF Trade-In: remove equip from eSynergy - Contracts

Equipment/Software Added to eSynergy - Contracts

Scan Contract & Attachments into eSynergy, Including:
- Checklist
- Contract
- QQC
- Sales Order List
- If Rental/Trade In - RMA Print Out

updated 10/26/15
# Sales Order Agreement

Customer Contract Title: Deborah Dews
Customer Name: Town of Leominster, Massachusetts

**Type of Ship:**
- [ ] NEW
- [ ] NAIV
- [ ] REFURBISHED

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Freight included:  No

Commonwealth of Massachusetts Discount: ($1,380.70)

Order Total: $21,755.24

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

**Warranty Period (Years):** Two (2) Years After Equipment Delivery

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

**Terms of Payment:****
- **Delivery Date:** To be Agreed Upon by the Parties
- **Estimated Delivery Date:** To be Agreed Upon by the Parties
- **Purchase Number:** (909) 892-2111
- **Fax Number:** (909) 892-7070

**Signatures:**
- **Deborah Dews**
  - Customer Signature
  - **Date:** 12/10/15
- **Town Clerk**
  - **Date:** 12/10/15

**Notary:**
- **Notarized:** Yes

**Notary:**
- **Name:** [Notarized Name]
- **Date:** 12/10/15

**Additional Notes:**
- [Notarized Additional Notes]

Town of Leominster, MA - DS200 Floor Site Sales Order Agreement - 12/09/2016 Sales Order Agreement

12/09/16 1:33 PM
GENERAL TERMS

1. Purchasing/Leasing Terms. Subject to the terms and conditions of this Agreement, EISMS agrees to sell to the Owner, and the Owner agrees to purchase and lease to EISMS Equipment, EISMS Software and EISMS Service on the terms and conditions set forth in the Agreement. The Owner and EISMS Equipment and EISMS Software are not subject to prior claims or liens. The terms of the Agreement shall govern the sale, transfer, and use of EISMS Equipment and EISMS Software and shall be subject to federal and state laws.

2. Start of Leasing. Subject to the terms and conditions of this Agreement, EISMS agrees to sell to the Owner, and the Owner agrees to purchase and lease to EISMS Equipment, EISMS Software and EISMS Service on the terms and conditions set forth in the Agreement. The terms of the Agreement shall govern the sale, transfer, and use of EISMS Equipment and EISMS Software and shall be subject to federal and state laws.

3. Prohibited Uses. Customer shall not use any of the software with respect to any of the EISMS Software:

   a. Reverse engineer, disassemble, decompile, or otherwise create, attempt to create, or allow other persons to create, any proprietary or non-proprietary source code of any software or hardware that is not owned by EISMS.

   b. Degrading, among other things, the availability of the software or hardware by means of a virus or other malicious code.

   c. Failure to provide any service or support for the software or hardware as specified in the documentation associated with the software or hardware.

   d. Failure to maintain any software or hardware in accordance with the documentation associated with the software or hardware.

4. Term of License. The term of the license granted in Section 2 shall commence upon the delivery of the software or hardware to the Owner and shall expire at the end of the period specified in the license agreement. The software or hardware may be used for the Owner's internal business purposes and shall not be used for any other purposes.

5. Updates. During the initial License Term or any License Renewal Term, EISMS may provide updates of the software or hardware, including new versions or updated versions, to the Owner as a part of the EISMS Equipment and EISMS Software that is delivered to the Owner.

6. Warranties. EISMS warrants to the Owner that the EISMS Equipment and EISMS Software shall be free from defects in materials and workmanship and that the EISMS Equipment and EISMS Software shall perform substantially as described in the documentation provided by EISMS.

7. Remedies. If the Owner discovers any defects in the EISMS Equipment and EISMS Software, the Owner shall notify EISMS in writing within 30 days of discovery. EISMS shall have the option of either repairing or replacing the EISMS Equipment and EISMS Software at its own expense. If EISMS is unable to repair or replace the EISMS Equipment and EISMS Software, the Owner shall have the right to terminate the Agreement and receive a refund of the purchase price.
be unreasonably withheld or conditioned, nor unduly delayed. ESSA may assign its right to receive payments under this Agreement to such third party without the prior consent of Customer, provided that ESSA provides written notice (including evidence of such assignment) to Customer thirty (30) days in advance of any payment(s) so assigned.


In performing its obligations or enjoying its rights under this Agreement, each party shall comply with all applicable laws and regulations. In addition, ESSA warrants to Customer that, at the time of Delivery, the ESSA Equipment and ESSA Software sold and licensed under this Agreement will comply with all applicable requirements of state, federal, local, and international laws and regulations that are mandatory or effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer’s state. ESSA further warrants that during the Warranty Period and thereafter so long as Customer is maintaining and paying for Maintenance and Support Services, the ESSA Equipment and ESSA Software shall be maintained or upgraded by ESSA in such a way to remain compliant with all applicable state laws and regulations. “Maintained or upgraded” shall mean any changes to individual items of the ESSA Software (but not ESSA Equipment) as are technologically feasible and economically reasonable. Customer shall be responsible for the cost of any replacement, service, or modifications to the ESSA Equipment contained in devices that may be developed and offered by ESSA in order for such ESSA Equipment to remain compliant with applicable laws and regulations. Customer shall also be solely responsible for the cost of any hypothetical items that are required in order for the ESSA Equipment and/or ESSA Software to remain compliant with applicable laws and regulations.

15. Milestone Deliverables. In the event that any future state certifications or re-certifications are required that are not otherwise required as a result of any changes or enhancements voluntarily made by ESSA to the ESSA Software and/or ESSA Equipment licensed and sold hereunder, Customer shall be responsible for:

(i) the total cost of any third party items that are required in order for the ESSA Equipment and/or ESSA Software to remain certified;

(ii) Customer’s pro-rata share of all future state certifications or recertifications costs; and

(iii) Customer’s pro-rata share of the costs of designing, developing, maintaining, or certifying by applicable federal and state authorities of any mandated certifications to the ESSA Equipment and/or ESSA Software that may exist from such future state certifications or recertifications.

Customer’s pro-rata share of the costs included under subsections (i), (ii), and (iii) above shall be determined at the time by totaling the number of registered voters in Customer’s jurisdiction by the total number of registered voters in all counties in Customer’s state in which ESSA has sold and/or licensed the ESSA Equipment and/or ESSA Software purchased and licensed by Customer under this Agreement.

16. Entire Agreement.

This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all ESSA Books, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all other prior oral or written agreements, understandings or understandings between the parties, whether written or oral, regarding the subject matter herein. Any provision of any purchase order, form, or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provisions of this Exhibit shall control. No waiver, amendment, modification or cancellation 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 that occurs in accordance to or waiver of any other provision, condition or breach by either party. The Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to the conflict of laws principles. The parties agree that venue for any dispute or causes of action shall be in and shall be brought in the county in which the Defendant resides located in the State in which the Customer resides. ESSA is providing equipment, software and services to Customer on an independent contractor, and shall not be deemed to be a “jointly entered into” for purposes of 42 U.S.C. § 1406. ESSA may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 6, 7(b), 8(d), (13-15) and other similar Terms shall apply to the extent applicable.
EXHIBIT A

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

ARTICLE I

GENERAL

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

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

ARTICLE II

HARDWARE

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

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services. Routine
Maintenance Services shall be provided once each Twelve (12) Months during the Initial Term or any Renewal 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, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. At the request of Customer, ES&S shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to the Products. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. Repair Services.

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

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

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

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

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

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

e. **Storage.** When not in use, Products should be stored in a clean, secure environment. During operation of the Products, the facility temperature range should be 60° to 104° and the moisture range should be 10% to 50% relative humidity.

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

**ARTICLE III**

**SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES**

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

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

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

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

5. Reinstatement of Software License, Maintenance and Support. If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, including a reinstatement charge, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.
## Schedule A1
### Pricing Summary

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<td>Total Maintenance Fees for the Initial Term:</td>
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### Terms & Conditions:

**Note 1:** Any applicable state and local taxes are not included, and are the responsibility of Customer.

**Note 2:** In the event the Customer subsequently acquires any ES&S Equipment and/or ES&S Software, the post warranty maintenance and support periods will be adjusted to synchronize the dates in order to conform with the current term.
## ES&S Hardware Maintenance Description and Fees

Initial Maintenance Term: Expiration of the Warranty Period through the first anniversary thereof

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**Total Hardware Maintenance Fees for the Initial Term**

$740.00

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 150% of the then current maintenance fee per unit.

Note 3: Customer’s Designated Location: Town of Leicester, Massachusetts

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

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

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

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

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

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

FIRMWARE

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

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

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
<th>Coverage Period</th>
<th>Annual Firmware License, Maintenance and Support Fee Per Unit</th>
<th>Firmware License, Maintenance and Support Fee In Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Model DS200 Scanner</td>
<td>Year 1</td>
<td>$90.00</td>
<td>$320.00</td>
</tr>
</tbody>
</table>

Total Firmware License, Maintenance and Support Fees for the Initial Term $320.00

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

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

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

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

1. Customer shall have completed a full software training session for each product selected.
   - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
   - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
   - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
   - Customer shall store the Equipment in accordance with ES&S requirements set forth herein.

2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall have reviewed Training Checklists.
4. Customer shall be responsible for the installation and integration of any third party hardware or software application or system purchased by the customer, unless otherwise agreed upon, in writing, by the parties.
5. Customer shall be responsible for data extraction from Customer voter registration system.
6. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.

7. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.

8. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.

9. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.

10. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
You must complete all of the information below. Failure to complete this information will result in delays in processing your contract request. Contracts are processed according to first-in, first-out basis. Most contracts are processed and sent to the customer in 5 business days or less of contract request. Periods of heavy contract volume may result in longer processing times.

<table>
<thead>
<tr>
<th>First Election Use Date</th>
<th>Enter Information in This Column</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requested Delivery Date</td>
<td>TBD</td>
</tr>
<tr>
<td>What day does the customer need to receive a contract?</td>
<td>TBD</td>
</tr>
</tbody>
</table>

If the contract is required in less than 5 business days from the date the contract request is submitted, and the reason for expediting the contract is not due to an election occurring within the next 30 days, please state below the reason why the contract must be expedited.

**Contact Information:**

<table>
<thead>
<tr>
<th>Customer Number</th>
<th>113806</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Contact Name</td>
<td>Deborah K. Davis</td>
</tr>
<tr>
<td>Phone</td>
<td>(508) 892-7011</td>
</tr>
<tr>
<td>Fax</td>
<td>(508) 892-7070</td>
</tr>
<tr>
<td>e-mail</td>
<td><a href="mailto:davidk@leicesterma.org">davidk@leicesterma.org</a></td>
</tr>
</tbody>
</table>

**Billing Address:**

| Customer Name (i.e., County, City, or State Name) | Town of Leicester, Massachusetts |
| Attention | Deborah K. Davis |
| Address 1 | 3 Washburn Sq. |
| City | Leicester |
| State | MA |
| Zip | 01524-1333 |

**Shipping Address:**

| Customer Name (i.e., County, City, or State Name) | Town of Leicester, Massachusetts |
| Attention | Deborah K. Davis |
| Address 1 | 3 Washburn Sq. |
| Address 2 | Leicester |
| State | MA |
| Zip | 01524-1333 |

**Shipping Instructions:**

| Does Customer have a receiving dock? | |
| Does Customer need to be contacted prior to delivery? If yes, provide contact name and phone number. | |
| What are the customer's delivery hours? | |
| Other special shipping requirements | |

**Other Information:**
<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Item Code</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description 1</td>
<td>100</td>
<td>123456</td>
<td>$20.00</td>
<td>$2000.00</td>
</tr>
<tr>
<td>Description 2</td>
<td>50</td>
<td>678901</td>
<td>$40.00</td>
<td>$2000.00</td>
</tr>
<tr>
<td>Description 3</td>
<td>100</td>
<td>123456</td>
<td>$20.00</td>
<td>$2000.00</td>
</tr>
<tr>
<td>Description 4</td>
<td>50</td>
<td>678901</td>
<td>$40.00</td>
<td>$2000.00</td>
</tr>
<tr>
<td>Description 5</td>
<td>100</td>
<td>123456</td>
<td>$20.00</td>
<td>$2000.00</td>
</tr>
<tr>
<td>Description 6</td>
<td>50</td>
<td>678901</td>
<td>$40.00</td>
<td>$2000.00</td>
</tr>
</tbody>
</table>
# Election Systems & Software Order Edit List

**Bill To:**
Leicester, Town of, Massachusetts  
Board of Registrars  
3 Washburn Square

Leicester, MA 01524-1333

**Ship To:**
Leicester, Town of, Massachusetts  
Board of Registrars  
3 Washburn Square

Leicester, MA 01524-1333

**Order Number:** 1040576  
**Ship Via:** UPS GROUND DELIVERY

<table>
<thead>
<tr>
<th>Line Item no</th>
<th>Item Description</th>
<th>Order Qty</th>
<th>Price</th>
<th>Disc %</th>
<th>Total</th>
<th>Promise Dt</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DS200(1) Digital Precinct Scan</td>
<td>4</td>
<td>$4,930.00</td>
<td>0.00</td>
<td>$19,720.00</td>
<td>1/13/2016</td>
</tr>
<tr>
<td>2</td>
<td>DISC-DS200 Discount for DS200 Units</td>
<td>1</td>
<td>$-3,746.41</td>
<td>0.00</td>
<td>$-3,746.41</td>
<td>1/13/2016</td>
</tr>
<tr>
<td>3</td>
<td>DS200(1) Ballot Box MetalD KIt</td>
<td>4</td>
<td>$715.00</td>
<td>0.00</td>
<td>$2,860.00</td>
<td>1/13/2016</td>
</tr>
<tr>
<td>4</td>
<td>DS2,4GB,THUMB DRIVE W/NEW</td>
<td>4</td>
<td>$105.00</td>
<td>0.00</td>
<td>$420.00</td>
<td>1/13/2016</td>
</tr>
<tr>
<td>5</td>
<td>/510100 Project Mgmt Day Rate</td>
<td>1</td>
<td>$1,575.00</td>
<td>0.00</td>
<td>$1,575.00</td>
<td>2/1/2016</td>
</tr>
<tr>
<td>6</td>
<td>DISC-PRO SVC Discount Professional Services</td>
<td>1</td>
<td>$-256.55</td>
<td>0.00</td>
<td>$-256.55</td>
<td>2/1/2016</td>
</tr>
<tr>
<td>7</td>
<td>/220360 Install/Acc'tnce DS200</td>
<td>4</td>
<td>$115.00</td>
<td>0.00</td>
<td>$460.00</td>
<td>2/1/2016</td>
</tr>
<tr>
<td>8</td>
<td>DISC-INSTALL Discount Installation Services</td>
<td>4</td>
<td>$-18.73</td>
<td>0.00</td>
<td>$-74.93</td>
<td>2/1/2016</td>
</tr>
<tr>
<td>9</td>
<td>/410030 System Freight Revenue</td>
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<td>$95.00</td>
<td>0.00</td>
<td>$380.00</td>
<td>1/13/2016</td>
</tr>
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<td>10</td>
<td>DISC-CONTRA Discount Contract Sys Freight</td>
<td>4</td>
<td>$-15.48</td>
<td>0.00</td>
<td>$-61.90</td>
<td>1/13/2016</td>
</tr>
</tbody>
</table>

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**Order Subtotal (Does Not Include Additional Freight or Taxes):** $21,275.21