

## CLEAR BALLOT GROUP, INC. ORDER

This Order ("Order") is entered into by and between the Board of County Commissioners of the County of Douglas, State of Colorado ("Customer") and Clear Ballot Group, Inc. ("Clear Ballot") effective the 27<sup>th</sup> day of September 2022 (the "Effective Date"). This Order is subject to and governed by the terms and conditions of the Clear Ballot Master Services Agreement executed by and between the parties on Sept 16, 2022 (the "Agreement"). Capitalized terms used and not otherwise defined in this Order shall have the meaning set forth in the Agreement. Each of Customer and Clear Ballot is referred to in this Order individually as a "party", collectively the "parties".

Clear Ballot and Customer previously entered into Clear Ballot Quote executed by and between the parties on June 29, 2020 and Quotation #S02526 executed by and between the parties on August 17, 2020 (the "Prior Add-On Purchases"). In the event of a conflict between the terms of the Prior Exhibits, the Prior Add-On Purchases the terms of the Agreement, this Order, or the Exhibits attached to this Order, the following order of precedence shall control:

1. This Order
2. The Master Services Agreement, in its entirety
3. Exhibit A, Statement of Work ("SOW")
4. Exhibit B, Service Level Agreement ("SLA")

The following exhibits are attached to this Order and are hereby incorporated by reference herein:

EXHIBIT A: Statement of Work ("SOW")  
EXHIBIT B: Service Level Agreement ("SLA")

- 1. Scope of Use:** Customer is authorized to use the ClearDesign and ClearCount components of the ClearVote Software to design, digitally scan, tabulate, and adjudicate paper ballots, as well as provide tabulation reports provided that Customer has an active Support Services subscription as described in this Order. Customer is required to purchase Support Services for each year that it continues to use the Licensed Software and Hardware. For the avoidance of doubt, if Customer does not have an active Support Services subscription, Customer may not use the ClearVote Software or Hardware for future elections.
- 2. Designated Jurisdiction:** Douglas County, CO
- 3. Term:** The term of this Order is one (1) years from the Effective Date ("Order Term") unless earlier terminated as set forth in this Order or the Agreement. Thereafter, subject to Customer's appropriation of funds for the applicable year, this Order shall be renewed for four (4) successive 12 month periods, in accordance with the pricing set forth in Section 6 below.
- 4. Support Services:** Under the Prior Agreement and Prior Add-On Purchases, annual maintenance and support fees for ClearVote Software and annual hardware post-warranty maintenance and support fees were listed separately. Under this Order, Support Fees for both Hardware and Licensed Software are bundled into one fee and are defined in the Agreement as Support Services. During the Order Term, Support Services fees are due annually on the date identified in Section 5 below. Support Services under this Order includes technical support, Hardware maintenance, and Licensed Software maintenance with an effective start date of January 9, 2023. Support Services for Hardware is provided for 48 ClearAccess units and the following scanners and their corresponding serial numbers:

fi-6800 – A9HCC00739  
fi-6800 – A9HCC00746  
fi-6800 – A9HCC00747  
fi-6800 – A9HCC00748  
fi-6800 – A9HCC00749  
fi-6800 – A9HCC00756  
fi-7900 – C30C000427

fi-7900 – C30C000532

5. **Maximum Contract Expenditure:** The total fees for the one (1) year Order Term and the amount of funds appropriated for this Order is one hundred fifteen thousand twenty one dollars and twenty cents (\$115,021.20 for fiscal year 2023. In no event shall the County be liable for payment under this Order for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Order. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure and approval by Customer.
  
6. **Annual Support Costs:** Annual Support, Maintenance and Warranty costs are due annually on January 9th. The initial purchase price includes technical support, software maintenance and hardware warranty for the initial 12 month Order Term. Listed below are the annual costs for the extension of those services for the renewal terms (years 2 through 5) which have been ordered as part of this Order.

Clear Ballot Products	Payment Amount	Due Date
Year 2 Support Services (covers 1/9/24-1/8/25)	\$118,471.84	Amount due January 9, 2024
Year 3 Support Services (covers 1/9/25-1/8/26)	\$122,025.99	Amount due January 9, 2025
Year 4 Support Services (covers 1/9/26-1/8/27)	\$125,686.77	Amount due January 9, 2026
Year 5 Support Services (covers 1/9/27-1/8/28)	\$129,457.38	Amount due January 9, 2027

The parties have reviewed this Order and all exhibits attached hereto and authorize the project to move forward in accordance with the Agreement.

**CUSTOMER**

DocuSigned by:  
 BY: John Huber  
A705DA1426E9438...  
 John Huber

**(PRINTED NAME)**

Chief Information Officer

**(TITLE)**

10/5/2022

**(DATE)**

**CLEAR BALLOT GROUP, INC.**

DocuSigned by:  
 BY: Chris Roland  
BEACEC58A64C44F...  
 Chris Roland

**(PRINTED NAME)**

Sr. Director of Finance

**(TITLE)**

10/5/2022

**(DATE)**

**EXHIBIT A  
 STATEMENT OF WORK**

This Statement of Work (“SOW”) details the effort necessary for Clear Ballot to deliver the Support Services set forth in the Order in accordance with the functional and technical requirements as stated herein.

## **1.0 INTRODUCTION**

### **1.1 Scope of Work**

The scope of work to be delivered is to provide ongoing technical support, Hardware maintenance, and Licensed Software maintenance for Customer’s continued use of Clear Ballot’s ClearDesign and ClearCount components of the ClearVote Software, as identified in the Order, which includes:

- Clear Ballot will provide the Support Services specified in the Order which Customer may use to design, mark, print, digitally scan, tabulate, and adjudicate paper ballots, as well as provide tabulation reports.

### **1.2 Location**

All Support Services identified in the Order will be initially directed towards the named person and address noted below:

Merlin Klotz, County Clerk & Recorder  
Douglas County Clerk and Recorder’s Office  
301 Wilcox Street  
Castle Rock, CO 80104

## **2.0 MUTUAL RESPONSIBILITIES**

High level responsibilities for these Support Services are broken down as follows:

### **2.1 Clear Ballot Responsibilities**

- Clear Ballot shall provide continued access to the Licensed Software
- Clear Ballot shall provide technical support on Hardware and Licensed Software purchased from Clear Ballot, in line with the SLA
- Clear Ballot shall make available certified Software Upgrades to Customer and assist with Software Upgrades, as defined in the SLA
- Clear Ballot shall provide updates to product documentation, as available
- Clear Ballot shall coordinate the provision of annual scanner maintenance with OEM and provide technical support

### **2.2 Customer Responsibilities**

- Customer shall have in place, the certified Hardware as specified by Clear Ballot.
- Customer shall ensure work schedules of Authorized Users are mutually agreed upon with Clear Ballot staff.
- Customer shall ensure an appropriate workspace, including, without limitation any necessary furniture, electrical outlets, and secure storage are in place prior to commencement of the Support Services

## **EXHIBIT B SERVICE LEVEL AGREEMENT**

## Mission

It is the mission of Clear Ballot Group (“CBG”) to provide exceptional support for our products and maintain the highest levels of customer trust and satisfaction as a part of the partnership established in selecting Clear Ballot Group’s election technology.

## Overview

The purpose of this Service Level Agreement is to outline the agreed-upon services to be provided to the customer in support of the successful use and operation of the Clear Ballot system and components procured. The Customer Success Team of CBG is responsible for providing comprehensive support of all software and hardware products purchased under this agreement.

## Customer Success Manager

As part of this SLA, a Customer Success Manager (“CSM”) will be assigned to your account. The CSM will serve as your advocate to insure your successful and prolonged use of CBG solutions. The CSM holds annual user group meetings for CBG customers to exchange knowledge, network with colleagues, and expand their understanding of CBG solutions. The CSM also coordinates and schedules CBG upgrades when needed, conducts customer satisfaction surveys and promotes your product change requests to CBG Product Management for their consideration when planning future CBG releases.

## Helpdesk

The CBG Helpdesk is in operation Monday through Friday from 8:00AM until 8:00 PM ET. Customers may contact the Helpdesk at (857) 250-4961 or submit email requests to support@clearballot.com. Requests for technical support via telephone are handled on a first-in, first-respond basis, however callers may leave a message and all messages will be responded to by telephone within 24 hours. Requests via email will typically be responded to in the same day, and always within 24 hours. Customers requiring immediate assistance or response outside of these hours may contact their CSM with issues and concerns, who will facilitate the proper response.

During Normal Election Cycles, defined herein as the period starting two weeks before scheduled State or Federal Election Days until five days after Election Day, the Helpdesk will operate from 7:00AM until 11:00PM in the Customer’s time zone. Clear Ballot’s service level for response time during Elections Cycles is 2 hours. Extended technical support during Election Cycles is available at no additional cost at the customer’s request. Contact your CSM to establish times and availability of support personnel to assist you during your election cycle.

<b><u>Clear Ballot Support</u></b>	<b><u>Response Time Guarantee</u></b>	<b><u>Escalation Time Period</u></b>
<b>Off-Election Cycle</b>	Next Business Day	2 Days
Election Cycle (E-60 through Canvas)	2 Hour Response	4 Hours
Peak Election Cycle (E-7 to E+7)	1 Hour	2 Hours

Note: Clear Ballot will respond to the Customer within the times set forth above within the election cycle and will attempt to resolve the deficiency or address questions that address the issue with in the “Escalation Time Period”. Resolutions will be on a best effort basis. Proper testing is the best method to ensure that problems arise out of critical timeframes.

### **Online Support**

CBG offers several online resources for provision of online Customer Support. Our Helpdesk is a secure web portal that provides customers the ability to submit issues, research past issues, find solutions and identify best practices. Technical information on our products is available via our Support Portal on demand. This portal is accessible at <https://clearballot.com/support>.

Clear Ballot's Customer Success Organization works closely with our training and documentation staff to ensure that all materials are accurate, comprehensive, and up to date. If support on a procedural or non-proprietary matter is required, Clear Ballot's Customer Success Representative may arrange a web conference or demonstration to assist in the resolution of the issue promptly.

### **Hardware Repairs**

Requests for hardware repairs or maintenance, included within this contract, can be initiated via telephone or email, sent to either the Customer's CSM or the Helpdesk. All repair requests and activity will be initiated and tracked by the CBG Customer Success Team. To provide customers with the highest level of quality service and response, CBG may engage the service teams of each Original Equipment Manufacturer ("OEM") to perform repairs, where applicable, in accordance with Customer's existing warranty and/or maintenance program. Repairs for products may be performed at the customer's site or at a remote location. Clear Ballot will respond to your request, within the appropriate Service Level response time, with an initial telephone inquiry to provide basic problem-solving techniques and to gain specifics on the nature of the issue. After determination of a need for onsite service during this telephone inquiry, each service unit will respond onsite hours to facilitate repairs to your equipment. The Customer shall be responsible for allowing for technician visits at its facility in accordance with the customers' warranty.

### **Software Upgrades**

As part of this agreement, CBG will make certified software upgrades available to all customers of record for use at their discretion. As determined by each Customer's protocols for installing software, the software may be provided directly to the Customer for installation or a request to the Voting System Testing Laboratory ("VSTL") may be initiated by CBG for a release of a trusted build copy of the software from the lab directly to the customer. Additionally, CBG will provide hash values to the customer for proper authentication of the software installation. At the Customer's request, CBG will schedule a technical Specialist at the prevailing rates to arrive onsite to assist or install and test the software upgrade.

### **Hardware Warranty and Support**

The Clear Ballot's hardware warranty program provides assurance that all system hardware is free of all defects on material and workmanship for an initial period of 12 months. During the warranty period, Clear Ballot will repair or replace, free of charge, any part defective in material or workmanship. The warranty shall be designated to begin uniformly on all units comprising a single order, immediately upon the completion of the Customer's User Acceptance Testing and acceptance by Customer, or at the end of 30 days after completion of delivery, whichever shall occur earlier. All warranty repairs must be performed by Clear Ballot or an authorized Clear Ballot representative.

Clear Ballot's Customer Success Manager will act as the single point of contact for all hardware warranty service requests provided under this agreement. The procedure to initiate warranty repairs is the same as noted above in the section entitled "Hardware Repairs."

### **Enhanced and Extended Maintenance**

Clear Ballot offers enhanced and extended maintenance and support programs tailored to the Customer's needs when requested by the Customer as part of the original sale. All requests for enhanced or extended maintenance shall be established through the Clear Ballot representative at the time of sale and at the rates or extended costs determined at that time. This Service Level Agreement and the maintenance stated herein shall serve as the basis for service and support for all products sold by CBG to the Customer. All enhanced or extended maintenance provisions shall be appended to this Service Level Agreement as part of the "Service Level Agreement, Additional Provisions" form that will be signed by a designated representative of both the Customer and CBG. No Service Level Agreement issued to a Customer as part

of a sale shall provide services or support not stated herein without attachment of the signed Service Level Agreement, Additional Provisions form.

IN WITNESS WHEREOF, the County and the Consultant have executed this Contract as of the above date.

**FULL NAME OF CONSULTANT**

BY: \_\_\_\_\_

ATTEST: (if a corporation)

Printed Name \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

DATE: \_\_\_\_\_

**Signature of Notary Public Required:**

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

Witness my hand and official seal

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**INSTRUCTIONS**

Print out this page and then attach the signed and notarized page to this attachment icon.



IN WITNESS WHEREOF, the County and the Consultant have executed this Contract as of the above date.

BY: *Christopher Roland*

ATTEST: (if a corporation)  
*Robert J. [Signature]*

Printed Name Christopher Roland

Title: CEO

Title: Sr. Director of Finance

DATE: 10/5/22

Signature of Notary Public Required:

STATE OF Mass )

COUNTY OF Suffolk ) ss.

The foregoing instrument was acknowledged before me this 5 day of Oct, 2022, by Christopher Roland.

Witness my hand and official seal

*[Signature]*  
Notary Public

My commission expires: \_\_\_\_\_




**INSTRUCTIONS**

Print out this page and then attach the signed and notarized page to this attachment icon.



**THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS, COLORADO**

DocuSigned by:  
  
By: \_\_\_\_\_  
**Abe Laydon**, Chair

**Douglas County Commissioners**

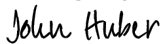
**ATTEST:**

DocuSigned by:  
  
By: \_\_\_\_\_  
**Kristin Randlett**


**Clerk to the Board**

DocuSigned by:  


**APPROVED AS TO CONTENT:**

DocuSigned by:  
  
By: \_\_\_\_\_  
**John Huber**  
**Chief Information Officer**


**APPROVED AS TO CONTENT:**

DocuSigned by:  
  
By: \_\_\_\_\_  
**Doug DeBord**  
**County Manager**

**DATE: 10/5/2022**

**DATE: 10/10/2022**

**APPROVED AS TO FISCAL CONTENT:**

DocuSigned by:  
  
By: \_\_\_\_\_  
**Andrew Copland**  
**Director of Finance**


**APPROVED AS TO LEGAL FORM:**

DocuSigned by:  
  
By: \_\_\_\_\_  
**Meira Hertzberg**  
**Asst Co Atty**

**DATE: 10/10/2022**

**DATE: 10/6/2022**

**APPROVED AS TO INSURANCE REQUIREMENTS:**

DocuSigned by:  
  
By: \_\_\_\_\_  
**Megan Datwyler**  
**Risk Manager**

**DATE: 10/6/2022**