

VotingWorks Technology Repair, Upgrade, Support and Training (“TRUST”) Services

The VotingWorks Technology Repair, Upgrade, Support and Training (“Trust”) Services to be provided to Customer under this Agreement for the VotingWorks Equipment set forth on each Order Form will be subject to the following terms and conditions:

1. Repair. During the five (5) Year Repair Period, which period starts on the date the Product is delivered to Customer (the “**Repair Period**”), VotingWorks will repair or replace (in VotingWorks’ discretion) any component of the Product that, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The repair will not include the repair or replacement of any Product components that are consumed in the normal course of operating the Product, including printer cartridges, paper, batteries, and memory cards. Any repaired or replaced item of the Product will be repaired only for the unexpired term of the Repair Period. The Product should be stored in a clean, dry and secure environment. During the storage and operation of the Product, the temperature and moisture ranges should be maintained in accordance with the Product’s Documentation. This Repair Period is effective provided that: (I) Customer notifies VotingWorks within thirty (30) business days of the discovery of the failure of performance or defect, is otherwise in compliance with its obligations under the Agreement and, if instructed, brings or ships the Product to be repaired or replaced to a location that VotingWorks designates, (II) the Product to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by VotingWorks, (III) the Product to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by VotingWorks or causes beyond the reasonable control of VotingWorks or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, and utility or communication interruptions, and (IV) Customer is using the most recent Update provided to it by VotingWorks. This Repair Period is void for any Product components that: (A) the serial number has been removed from or altered, (B) have not been stored or operated in a temperature range according to their specifications, (C) have been severely handled so as to cause mechanical damage to the unit, or (D) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. Customer will provide VotingWorks Representatives with all information necessary to enable them to provide the repair services.
2. Updates. During the Term, VotingWorks will provide Updates to the Software, on a schedule defined by VotingWorks. All Updates will be deemed to be Software for purposes of this Agreement upon delivery, unless otherwise notified. Customer agrees to permit VotingWorks to timely install any Software Updates. The Updates will comply with all applicable state law requirements at the time of delivery. Customer will be responsible for ensuring that it is using only certified versions of Software in accordance with applicable law. For clarity, VotingWorks may provide Updates that are only compatible and operational on newly released Product components of the Product and if Customer would like to use such Updates, Customer may need to upgrade its Product under a new Order Form. VotingWorks may charge Customer at its then-current rates to train Customer on Updates, if such training is requested by Customer.
3. Support.
 - a. Email Support. Customer may submit an online support request through VotingWorks online tracking system 24 hours per day, 7 days per week.

- b. Phone Support. In accordance with the timeframes set forth below, VotingWorks will provide phone support with a resolution to Customer's reported issues with one of three following issue statuses and an action plan if necessary: (1) the issue is resolved, or (2) the issue is open, VotingWorks is resolving, with the action plan described, or (3) the issue is open, the resolution requires the assistance of Customer personnel, with the action plan described (any of these statuses, a "**Resolution Plan**").

A "**Level 1 Issue**" is one in which Customer's software program or device is severely restricted, unusable or inoperable, with Customer unaware of any workaround, resulting in a total or major disruption of work.

All other issues ("**Level 2 Issue**") are ones in which a Customer's software program or device does not operate as designed or expected with mild to moderate disruption of work and where the Customer may know of an acceptable interim workaround.

On election day, from 5am-11pm Customer Local Time, VotingWorks will provide a Resolution Plan to Level 1 Issues within 1 hour of receiving the support request and a Resolution Plan to Level 2 Issues within 2 hours of receiving the support request. If needed a VotingWorks representative will be available at the Customer site within 2 hours of being directed as such by VotingWorks.

During the period from election definition creation until final certification of a given election, from 8am-5pm Customer Local Time on weekdays that are not Federal Holidays, VotingWorks will provide a Resolution Plan to Level 1 Issues within 2 hours of receiving the support request and a Resolution Plan to Level 2 Issues within 1 business day of receiving the support request.

During all other periods from 8am-5pm Customer Local Time on weekdays, VotingWorks will provide a Resolution Plan within 5 business days of receiving the support request.

In the event that VotingWorks fails to meet these Resolution Plan times, then for every issue where

VotingWorks fails to meet these Resolution Plan time frames, Customer is entitled to a service credit equal to 5% of the total annual TRUST Services invoice amount (excluding hardware purchases). VotingWorks has no responsibility to adhere to Resolution Plan times and will not provide service credits for Excluded Problems nor provide Support Service for any Excluded Problem. Excluded Problems are defined as a failure or problem that is a misuse of the VotingWorks equipment and software not in accordance with the Documentation, or not in a manner permitted under the agreement, or as the result of treatment beyond the reasonable limits of normal use of the VotingWorks equipment and software.

- c. In-person Support. Upon purchase of the VotingWorks voting system, the Trust Services include in-person training in advance of the first election using the VotingWorks voting system. Additionally, during the Term, at no additional cost, a VotingWorks technician will perform annual service and preventative maintenance on the VotingWorks Equipment on a schedule established by VotingWorks. Additional in-person support can be ordered on an as-needed basis at the applicable VotingWorks rates. For the avoidance of doubt, during the Term neither the Customer nor VotingWorks shall open sealed computing components to perform diagnostics or repair. Additionally, Customer will not permit any individual other than a VotingWorks representative to provide or direct maintenance or repairs with respect to the VotingWorks Equipment during the Term.
4. Additional Training and Support. The Trust Services include (at no additional cost) self-service training guides, videos and online tutorials for VotingWorks Equipment that Customer has purchased. Additional in-person training as well as in-person support for L&A, pollworker training, or elections that Customer runs on VotingWorks Equipment can be ordered on an as-needed basis at the applicable VotingWorks' rates.