



# Catherine McMullen County Clerk

## Elections Division

County Clerk, Catherine McMullen, CMcMullen@clackamas.us | 1710 Red Soils Court, Suite 100  
503-722-6086 | Oregon City, OR 97045

December 16, 2025

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of a Contract with Clear Ballot Group for an election ballot tabulation system, annual software licensing and maintenance. Contract Value is \$851,415 for 3 years. Funding through grants, Clerk's Office fees and \$371,887 of budgeted County General Fund.**

<b>Previous Board Action/Review</b>	No previous contract with this vendor, funds budgeted and adequate for current FY.		
<b>Performance Clackamas</b>	1. Build public trust through good government.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Michael Newgard	<b>Contact Phone</b>	503-655-8662

**EXECUTIVE SUMMARY:** Clackamas County Elections is seeking to replace its aging ballot design, scanning, and vote tabulation systems and software. The Clear Ballot ClearVote system provides a modern, Oregon certified replacement that improves processing speed, digital adjudication, audit transparency, and overall workflow reliability. The system includes new hardware, updated software, implementation services, and comprehensive training for Elections staff.

Upgrading the County's election technology ensures timely and accurate vote by mail processing, maintains compliance with state requirements, and strengthens voter confidence.

The one-time equipment and implementation cost is \$433,169, spread across Year 1 and Year 2, with annual support beginning in Year 2 at \$83,117, increasing by up to five percent per year. Additional maintenance and training needs add \$15,000 annually, for a total projected contract cost of \$851,415 through FY29–30.

**RECOMMENDATION:** Clerk and staff recommends the Board approving the contract.

Respectfully submitted,

Catherine McMullen  
County Clerk

For Filing Use Only

**CLACKAMAS COUNTY**  
**GOVERNMENTAL CONTRACTING ADDENDUM**  
**Contract #0000001582**

This Oregon Governmental Contracting Addendum ("Addendum") is entered into by Clackamas County, a political subdivision of the State of Oregon ("County"), on behalf of its County Clerks Office, and Clear Ballot Group, Inc. ("Contractor"). This Addendum shall be attached to, and incorporated into, the Clear Ballot Master Services Agreement and Order ("Contractor Agreement"). As used below, "Contract" means this Addendum and the Contractor Agreement. To the extent there is any conflict between the Addendum and the Contractor Agreement, the terms of this Addendum shall control.

1. **Term.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on December 31, 2029.
2. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed Eight Hundred Fifty-One Thousand Four Hundred Fifteen Dollars (\$851,415.00) for performing the work required by this Contract.
3. **County Contract Administrator.** The County Contract Administrator for this Contract is **Catherine McMullen**.
4. **Invoices and Payments.** Invoices shall be submitted to: Clackamas County Elections, 1710 Red Soils Ct. Oregon City, OR 97045.

Payment and late fees shall only be in accordance with ORS 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefore.

5. **Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions.

The insurance described in this section shall not be cancelled or materially changed without Contractor providing at least sixty (60) days written notice to the County. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

6. **Debt Limitation.** The Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

- 7. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:
- A.** Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
  - B.** Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
  - C.** Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- D.** As applicable, Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- 8. Governing Law; Venue.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- 9. Confidentiality.** Notwithstanding anything to the contrary, County’s obligations under the Contractor Agreement are expressly subject to the Oregon Public Records Law, Oregon Revised Statutes (“ORS”) Chapter 192 et. seq., and any other applicable state or federal law. While County will make good faith efforts to perform under the Contractor Agreement, County’s disclosure of Confidential Information, in whole or in part, will not be a breach of the Contractor Agreement if such disclosure was pursuant to a request under the Oregon Public Records Law, or any other state or federal law, or if such disclosure was compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar processes. If County is subject to such a disclosure order or receives from a third party any public records request for the disclosure of Confidential Information, County shall notify Contractor within a reasonable period of time of the request. Contractor is exclusively responsible for defending Contractor’ position concerning the confidentiality of the requested information. County is not required to assist Contractor in opposing disclosure of Confidential Information, nor is County required to provide a legal opinion as to whether the Confidential Information is protected under ORS Chapter 192, et. seq., or other applicable state or federal law.
- 10. Termination.** This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor and, upon receipt of the written notice, Contractor shall stop performance, and County shall pay Contractor for the goods or services delivered and accepted; (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; (iii) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.
- 11. Compliance.** Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract.
- 12. Tax Compliance.** Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

- 13. Indemnification.** Contractor agrees to indemnify, hold harmless and defend the County, its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of Contractor or Contractor's employees or agents. Any obligation of the County to indemnify, hold harmless and defend Contractor, its officers, elected officials, agents and employees, or any other indemnitee, shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based on damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the County or the County's employee or agents.
- 14. Dispute Resolution.** No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel. Any requirements contained in this Contract waiving a right to a jury trial, requiring binding arbitration or limiting the Contractor's direct damages are void.
- 15. Records.** Contractor shall maintain all accounting records relating to this Contract according to GAAP and any other records relating to Contractor's performance ("Records") for six (6) years from termination or as otherwise required. Contractor shall grant County, the federal government, and their duly authorized representatives access to the Records, including reviewing, auditing, copying, and making transcripts. Any documents that are requested to be maintained as confidential by either party shall only be maintained as confidential to the extent permitted by the Oregon Public Records Law ORS 192.
- 16. Subcontractors.** Contractor shall ensure that its subcontractors, if any, comply with the requirements of this Addendum.
- 17. Counterparts.** This Addendum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- 18. Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

By their signatures below, the parties to this Addendum agree to the terms, conditions, and content expressed herein.

Clear Ballot Group, Inc.

Digitally signed by CPR  
Date: 2025.12.09  
14:17:38 -05'00'

Authorized Signature

Date

Name/Title (Printed)

Clackamas County

Authorized Signature

Date

Craig Roberts/Chair

Name/Title (Printed)

Approved for Legal Sufficiency:

Amanda  
Keller

Digitally signed by  
Amanda Keller  
Date: 2025.12.09  
15:53:08 -08'00'

Clackamas County Counsel

Date

## CLEAR BALLOT GROUP, INC. ORDER

This Order ("Order") is entered into by and between Clackamas County ("Customer") and Clear Ballot Group, Inc. ("Clear Ballot") effective the day of last signature upon this contract (the "Effective Date"). This Order is subject to and governed by the terms and conditions of that certain Clear Ballot Master Services Agreement and the Customer's Government Contracting Addendum executed by and between the parties on \_\_\_\_\_ (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 Agreement individually as a "party", collectively the "parties".

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

EXHIBIT A: Statement of Work ("SOW")

EXHIBIT B: Service Level Agreement ("SLA")

### 1. Product Schedule

Item	Quantity	Unit Cost	Total
<b>Hardware</b>			<b>\$188,580</b>
ClearDesign Server Bundle (Standard)	1 Unit	\$7,180	\$7,180
ClearCount Server Bundle (Rack)	2 Units	\$12,800	\$25,600
ClearCount ScanStation Bundle (fi-8950)	4 Units	\$30,700	\$122,800
ClearMark Bundle (Laser, Tabletop)	2 Units	\$4,500	\$9,000
Admin Station Bundle (Standard)	4 Units	\$2,500	\$10,000
PrintNow Bundle (Batch, Laser)	2 Units	\$7,000	\$14,000
<b>Licensed Software</b>			<b>\$229,589</b>
ClearCount Software	1 Unit	\$89,077	\$89,077
ClearDesign Software	1 Unit	\$135,512	\$135,512
PrintNow License & Technical Support	2 Units	\$2,500	\$5,000
Ranked Choice Voting Module* (1 time use up to 150,000 registered voters for a single election)	1 Unit	\$0	\$0
<b>Professional Services</b>			<b>\$15,000</b>
Implementation and Training	1 Unit	\$15,000	\$15,000
<b>PURCHASE PRICE</b>			<b>\$433,169</b>

*\*Additional use of RCV module will be priced at \$0.30/registered voter with a 25% discount. Equals \$0.225 per registered voter in the jurisdiction per election. Use of RCV module for City of Portland elections is included.*

**Scope of Use:** Customer is authorized to use Hardware and Licensed Software identified in the table above to digitally scan, design, mark, print, tabulate, and adjudicate paper ballots, as well as provide tabulation reports.

**Designated Jurisdiction:** Clackamas County, OR

## 2. Support Services

Support Services fees are due annually on the anniversary of the execution of this SOW. The initial purchase price of the Clear Ballot Products includes 12 months of technical support, Licensed Software maintenance, and hardware warranty. Listed below are the annual costs for the first year of the extension of these Support Services included as part of this Agreement thereafter, Support Services fees may increase annually at a rate not to exceed five percent (5%). Customer is required to purchase Support Services for each year that it continues to use the Licensed Software and Hardware.

Item	Quantity	Unit Cost	Annual Total
<b>Year 2</b>			
Support Services fees	1 Unit	\$83,117	\$83,117

## 3. Professional Services

Professional Services are provided in accordance with the SOW attached hereto as Exhibit A.

## 4. Payment Schedule

As part of this Order, the Customer agrees to the following payment terms and milestones. Clear Ballot's Professional Services team will work closely with Customer's designated project team to ensure signoff at each phase of this implementation in accordance with this payment schedule.

Payment Milestones	Payment Amount	Due Date
Milestone #1 – Order Signing	\$350,000	Amount due upon execution of this Order
Milestone #2 – Budget Year Change	\$83,169	Amount due upon commencement of new budget year - July 1, 2026

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

### CUSTOMER

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


Craig Roberts  
(PRINTED NAME)

Chair

(TITLE)

(DATE)

### CLEAR BALLOT GROUP, INC.

BY:  Digitally signed by CPR  
Date: 2025.12.09  
14:19:09 -05'00'

(PRINTED NAME)

VP of Finance

(TITLE)

(DATE)

## **EXHIBIT A STATEMENT OF WORK**

This Statement of Work ("SOW") describes the professional services to be performed by Clear Ballot Group, Inc. ("Clear Ballot") for Clackamas County, Oregon ("the County") in connection with the delivery, installation, configuration, and initial operation of the ClearVote Voting System.

For purposes of this Statement of Work, the term Customer refers to Clackamas County, Oregon. All references to "the County" and "Customer" in this SOW shall be understood to mean the same entity.

This SOW covers implementation activities and professional services required to achieve full operational use of the ClearVote system, including training and onsite support through the County's first election. Ongoing maintenance, warranty, and support are governed separately under the Master Services Agreement.

### **1.0 INTRODUCTION**

#### **1.1 Scope of Work**

Clear Ballot will provide all professional services, training, and onsite support necessary to implement the ClearVote system components identified in the Order Product Schedule.

Scope includes:

- Delivery, installation, and configuration of all hardware and licensed software
- Verification of equipment and completion of User Acceptance Testing (UAT)
- Role-based training for authorized County users
- Onsite assistance for Logic & Accuracy (L&A) testing and Election Day support for mock election or first election.
- Project management, issue tracking, and documentation throughout implementation

All work will comply with applicable certification requirements and all documentation and instructions required for proper setup, operation, testing, and maintenance of voting systems.

#### **1.2 Location of Services**

All Clear Ballot Products identified in the Order will be delivered to the named person and address noted below:

Justin Larsen  
Clackamas County Clerk's Office  
1710 Red Soils Ct  
Oregon City Oregon 97045

Hardware will be jointly inspected upon delivery. UAT will be completed within ten (10) business days of installation unless otherwise agreed in writing.

User Acceptance Testing includes:

- Verification of equipment condition and completeness
- Power-on and functional validation of hardware and software
- Documentation of test results and corrective actions, if any

The County shall ensure that delivery areas are prepared to receive shipments, with adequate access, space, and staffing available to inspect and stage equipment upon arrival.



## 2.0 IMPLEMENTATION TASKS AND ESTIMATED EFFORT

### 2.1 Tasks

Clear Ballot will perform the professional services required to implement, train, and prepare Clackamas County for productive use of the ClearVote system. Unless specifically noted otherwise, all implementation, training, and support activities described in this section are assumed to occur in connection with the County's first election using ClearVote.

The total level of effort represents the maximum amount included in the fixed implementation price. Any increase in effort beyond the totals listed below, shall require prior written agreement through a mutually executed Change Order.

Task Category	Personnel	Estimated Effort (Not to Exceed)
Equipment User Acceptance Testing (UAT)	1 person	2 days (2 person days)
ClearVote Training ClearVote Essentials for VBM Pre-Election Essentials for VBM Election Day Essentials for VBM	2 people	6 days (6 person days)
Print Now implementation and training	1 person	1 day (1 person day)
Mock Election or First Election Day Support	1 person	3 days (3 person days)

Project-Management effort is included within the total not-to-exceed level of effort and does not constitute additional billable days unless expanded by Change Order.

### 2.2 Task Descriptions

- **Equipment Delivery, Receiving & Staging:** Clear Ballot will coordinate all shipping logistics, confirm inventory against packing documentation, inspect for shipping damage, and assist in staging hardware for County acceptance testing.
- **Equipment User Acceptance Testing (UAT):** Clear Ballot technicians, County staff will jointly perform functional verification of all system hardware and software, confirming successful installation and baseline readiness for use in elections.
- **Equipment Training:** Hands-on training for warehouse and technical staff will be conducted by Clear Ballot, covering setup, transport, storage, and routine maintenance of Clear Ballot hardware as described in the Clear Ballot Academy Course Catalog.
- **ClearDesign Training:** Instructor-led training will be conducted by Clear Ballot for authorized users on importing election data, building ballot styles and templates, managing translations, and producing proof ballots as described in the Clear Ballot Academy Course Catalog.



- **ClearCount Training:** Training on the secure administration of ClearCount will be conducted by Clear Ballot, including batch scanning, adjudication procedures, reporting, data backup, and restoration as described in the Clear Ballot Academy Course Catalog.
- **Ballot Design Assistance:** Collaborative support will be provided by Clear Ballot for County election staff to build and verify official election definitions, including cross-checking layout accuracy, logic rules, and proofing workflows.
- **Logic & Accuracy (L&A) Testing Support:** Technical support during County L&A testing cycles will be provided by Clear Ballot to ensure scanners and software perform according to certified specifications, including troubleshooting and documentation.
- **Print Now implementation and Training:** Clear Ballot will install, configure, and validate the PrintNow solution for use by County election staff. Instructor-led training will be provided on the setup, operation, and maintenance of PrintNow in alignment with County workflows and as described in the Clear Ballot Academy Course Catalog.
- **Mock Election or First Election Day Support:** Clear Ballot will provide onsite assistance for the County's mock election or their first election using ClearVote, focused on operational readiness, issue resolution, and results aggregation.
- **Project Management & Coordination:** Clear Ballot project managers will provide comprehensive oversight of schedule, communications, risk management, documentation, and issue tracking from kickoff through project closeout.

## 2.3 Role-Based Training

Role-based training, including course materials, will be provided “just-in-time” to the County’s Authorized Users assigned to use Clear Ballot products. Onsite, instructor-led and hands-on training will be provided initially.

All training includes an overview of the Licensed Software, hands-on exercises, best practices, and quick-start guides that can be referenced following training. Courses are further described in the table below.

Course Name	Maximum Attendees	Objective
<b>ClearVote Essentials for Vote by Mail</b>	10	This comprehensive course introduces participants to the ClearVote suite through lecture and hands-on learning. Learners begin with an overview of ClearVote best practices and system workflows, gaining an understanding of how the components interconnect. They then progress through practical sessions in ClearDesign, finalizing an election setup and producing ballot PDFs and election media, followed by ClearCount training focused on tabulation, adjudication, and results reporting. By the end, participants will have completed a full election cycle—from design to results—using ClearVote’s vote-by-mail solutions. <i>Clear Ballot Academy (CBA) modules include: CBA001V, CBA101V, CBA102V, CBA107.</i>
<b>Pre-Election Essentials for Vote by Mail</b>	10	This course builds on foundational ClearVote knowledge with a focus on preparing elections for deployment. Participants begin by exploring intermediate and advanced ClearDesign tools to create elections from scratch, apply templates, and produce all required ballot files and backups. They then move into Logic & Accuracy testing, gaining hands-on

		experience performing comprehensive system checks for each machine type and completing detailed L&A checklists. By the end of the course, learners will have designed and validated fully tested elections ready for vote-by-mail processing. <i>CBA modules include: CBA201V, CBA204V, CBA301V.</i>
<b>Election Day Essentials for Vote by Mail</b>	10	This course focuses on managing and troubleshooting vote-by-mail operations during Election Day. Participants receive hands-on training in ClearCount, building on prior experience to master advanced tabulation, manual adjudication, and reporting. They also complete Equipment Technician Troubleshooting and Repair I, gaining practical skills in diagnosing and resolving issues with Clear Ballot precinct equipment to ensure smooth and efficient Election Day operations. By the end of the course, learners will be fully prepared to support accurate tabulation and reliable system performance throughout the election process. CBA103V, CBA301V, CBA302V

Additional instructor-led onsite, remote, self-paced, or refresher training is available at additional cost.

### 3.0 PROJECT RESPONSIBILITIES

#### 3.1 Joint Responsibility

Both parties will:

- Approve a detailed Project Plan identifying tasks, deliverables, and milestones
- Identify key stakeholders and establish a communication and escalation plan
- Assign project tasks and responsibilities to their respective team members
- Participate in recurring project meetings and reviews
- Review and approve deliverables in accordance with agreed schedules

#### 3.2 Clear Ballot Responsibilities

- Ensure that locations of use as communicated by the County are compatible with the environmental conditions required for proper operation of Clear Ballot products
- Procure and ship all Hardware and Licensed Software per the Product Schedule set forth in the Order
- Ensure transportation and storage of hardware in accordance with documentation until User Acceptance Testing (UAT) is completed
- The Clear Ballot Project Manager will perform the following functions:
  - Serve as the County's primary point of contact for the duration of the project
  - Develop, maintain, and distribute the project plan and schedule
  - Lead recurring project team meetings
  - Develop the communication plan and provide written status reports
  - Manage issue tracking, risk mitigation, and resolution activities
  - Maintain project scope within Master Service Agreement parameters
  - Manage the Change Control Log
  - Drive the project to successful completion
  - Deliver and review payment invoices
- Install and configure all Hardware and Licensed Software set forth in the Order onsite.

- Stage Clear Ballot products for County acceptance testing
- Deliver all product documentation, including but not limited to:
- Proper equipment maintenance and operation procedures
- Defect resolution and escalation paths
- System architecture and technical specifications (relating to documentation and instructions for proper setup, operation, testing, and maintenance of voting systems)
- Provide initial role-based user training to the County's authorized users
- Formal classroom training beyond the scope of this SOW is available at additional cost

### **3.3 County Responsibilities**

- Assign a County project manager
- Ensure that all locations of use (e.g., polling places) meet the environmental conditions required for proper operation of Clear Ballot products as described in the provided documentation
- Assign sufficient County personnel to actively participate in all implementation, training, testing, and acceptance activities
  - This includes providing adequate staff to assist with physical tasks such as unloading, moving, staging, and inventorying equipment, under the direction and supervision of Clear Ballot personnel.
  - Clear Ballot staff will coordinate and oversee these activities, and the County will provide the personnel necessary to perform the physical or logistical work.
- Provide Clear Ballot with a suitable work area for Clear Ballot staff while onsite, including adequate lighting, power, network connectivity, climate control, and workspace necessary for installation, configuration, testing, and training activities
- Provide Clear Ballot with:
  - County and State election calendars
  - Sample ballots from recent elections
  - Detailed information on current election processes and workflows as input to gap analysis
  - All required election-data exports from the State or County voter-registration database
  - Third-party system functional and technical specifications, if integration with ClearVote is required
  - Reporting and audit requirements
- Perform acceptance testing on Clear Ballot products and handle storage and transportation thereafter in accordance with Clear Ballot documentation
- Additional County responsibilities related to data security, environmental readiness, and access, may also be specified in the Master Services Agreement.

## **4.0 CHANGE MANAGEMENT**

Any modification to the scope, schedule, or level of effort defined in this Statement of Work shall require a written Change Order executed by both parties. Each Change Order shall specify the nature of the change, the reason for the change, and any resulting adjustments to schedule, deliverables, or cost.

Clear Ballot shall not be obligated to perform work beyond the scope, schedule, or not-to-exceed level of effort defined herein without an approved Change Order. If material changes to County schedules, data availability, or resources affect Clear Ballot's ability to meet project milestones, Clear Ballot will promptly notify the County and propose a mutually agreed adjustment through the Change Order process.

## **5.0 ASSUMPTIONS AND DEPENDENCIES**

The following assumptions and dependencies apply to this Statement of Work:

- The County will provide timely access to facilities, personnel, and data required to complete the activities described herein.
- The County will provide accurate election data, ballot styles, and configuration inputs in the formats and timelines mutually agreed upon in the Project Plan.
- Clear Ballot's schedule commitments are contingent upon the timely completion of County tasks and data deliveries.
- All work will be performed during normal business hours unless otherwise agreed in writing.
- Any delay or failure by the County to meet these dependencies may result in schedule extensions or additional costs subject to Change Order.
- Clear Ballot's ability to meet project deadlines is dependent on the availability of County personnel for review, testing, and acceptance.

## **6.0 ACCEPTANCE CRITERIA**

Deliverables and services will be deemed accepted upon successful completion of the User Acceptance Testing (UAT) process described in Section 1.2 (Location of Services – Acceptance Testing) or upon written acknowledgment of acceptance from the County. For purposes of this Statement of Work and the payment schedule in Section 9 of the Order, successful completion of UAT shall constitute Final Acceptance of all deliverables covered by this Statement of Work.

If any deliverable or service is found to be non-conforming, the County shall provide written notice to Clear Ballot within ten (10) business days of delivery or completion, identifying the specific issue(s). Clear Ballot will correct the deficiency and resubmit for acceptance. Acceptance shall not be unreasonably withheld or delayed.

Acceptance of any deliverable constitutes authorization for Clear Ballot to proceed with the next phase of work and, where applicable, triggers the associated payment milestone defined in Section 9 (Payment Schedule).

## **7.0 SCHEDULE AND COMMUNICATION**

Clear Ballot and the County will maintain a mutually agreed Project Schedule identifying all major milestones, dependencies, and deliverables.

- Recurring project status meetings will be held weekly (or at another frequency agreed by both parties) to review progress, issues, and risks.
- Meeting notes, action items, and updated schedules will be distributed by Clear Ballot within two (2) business days following each meeting.
- Both parties will designate primary and alternate points of contact for project communications.
- All official notices or requests for approval related to this Statement of Work shall be delivered in writing (email acceptable) to the designated project leads.

## **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 Professional Services Team of CBG is responsible for providing comprehensive support of all software and hardware products purchased under this agreement.

#### **Customer Relationship Manager**

As part of this SLA, a Customer Relationship Manager ("CRM") will be assigned to your account. The CRM will serve as your advocate to insure your successful and prolonged use of CBG solutions. The CRM holds annual user group meetings for CBG customers to exchange knowledge, network with colleagues, and expand their understanding of CBG solutions. The CRM 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 5:30 PM in the customer's time zone. 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 CRM 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. Extended technical support during Election Cycles is available at no additional cost at the customer's request. Contact your CRM to establish times and availability of support personnel to assist you during your election cycle.

#### **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 Professional Services 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 Relationship Manager 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 CRM or the Helpdesk. All repair requests and activity will be initiated and tracked by the CBG Professional Services 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 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 within 24 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. For standard repair service on ClearCast, ClearAccess, and ClearMark units, as applicable based on the hardware included in this Order, customers will be required to maintain original packaging for the units in the quantity not to exceed 5% or your original Order. Customers will repackage the ClearCast, ClearAccess, or ClearMark unit in the original packing and a pickup order will be issued for pickup of the unit(s) and return to the factory for repairs. Upon completion of the repairs, the factory will return ship the unit(s) to the originating address. Hardware returns may be made to Clear Ballot prior to acceptance of the hardware for any reason. A 15% restocking fee may apply.

### **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 Relationship 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 Sales Representative at the time of the 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.





## Master Services Agreement

This Master Services Agreement (the "Agreement"), effective on the date of last signature upon this contract (the "Effective Date"), is made by and between Clear Ballot Group, Inc., a Delaware corporation, with a principal place of business at 300 Innovative Way, Suite 2314, Nashua, NH 03062 ("Clear Ballot"), and Clackamas County, a political subdivision of the State of Oregon, with a principal place of business at 1710 Red Soils Court, Suite 100, Oregon City, OR 97045 ("Customer"). In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. DEFINITIONS

1.1 "Authorized Users" means Customer's employees and such other types of users (if any) as may be expressly authorized in an Order and who are performing services solely for the benefit of Customer. Unless otherwise expressly provided in the relevant Product Schedule, Authorized Users are limited to employees only and do not include Customer's vendors, contractors, or any other third parties, including technology service providers.

1.2 "Clear Ballot Products" means collectively, all Clear Ballot Licensed Software, Documentation, Hardware, Services and the Data Visualization Portal. For the avoidance of doubt, Customer's right to use the Clear Ballot Products extends only to those specific Clear Ballot Products identified in the applicable Order.

1.3 "Data Visualization Portal" means Clear Ballot's portal, accessible via a username (email address) and password, that allows You to access certain audit-related data.

1.4 "Designated Jurisdiction" means the jurisdiction in which the Clear Ballot Products will be used, and includes all jurisdictions for which the Designated Jurisdiction administers elections on behalf of. The Designated Jurisdiction shall be identified in the applicable Order.

1.5 "Documentation" means the documentation made generally available by Clear Ballot to its customers for use of the Licensed Software, as updated from time-to-time by Clear Ballot in its discretion.

1.6 "Intellectual Property Rights" shall mean (i) patents, inventions, designs, copyright and related rights, moral rights, database rights, trademarks (and service marks) and related goodwill, trade names (whether registered or unregistered) and rights to apply for registration; (ii) trade secrets; (iii) proprietary rights in domain names; (iv) knowhow; (v) applications, extensions and renewals in relation to any of these rights; and (vi) all other rights of a similar nature or having an equivalent effect anywhere in the world.

1.7 "Licensed Software" means Clear Ballot's proprietary software, databases and/or computer programs (including, without limitations all schema and designs of such proprietary software, databases and/or computer programs) that are identified on the applicable Order, including any bug fixes, updates and new releases thereof that may be made generally available by Clear Ballot from time to time as part of Support Services. The term "Licensed Software" also includes any and all Documentation applicable to such computer

1.8 "Professional Services" means those testing, installation, setup, training, ballot design, digital audit, consulting or other services provided by Clear Ballot pursuant to an Order or SOW.

1.9 "Object Code" means computer programs assembled or compiled, which are readable and usable by machines, but not generally readable by humans without reverse-assembly, reverse compiling, or reverse-engineering.

1.10 "Order" means a request to license the specific Clear Ballot Products identified on the Order. pursuant to the terms of this Agreement. A SOW may be attached to an Order as an Exhibit, however if a SOW is executed on a stand-alone basis, it is considered an Order for the purposes of this Agreement.

1.11 "Scope of Use" means the specific scope of use for which Customer is permitted to use the Clear Ballot Products. By way of example, this may include setting up the necessary infrastructure to create an election, defining





an election and tabulating and reporting election results in the Designated Jurisdiction, auditing election results, etc. Customer is only permitted to use the Clear Ballot Products for activities if such activities are clearly identified in the Scope of Use for the applicable Order.

1.12 “Services” means, collectively, any Support Services or Professional Services, both as defined below, purchased by Customer under an Order.

1.13 “Source Code” means computer programs written in higher-level programming languages, sometimes accompanied by English language comments. Source Code is intelligible to trained programmers and may be translated to Object Code for operation on computer equipment through the process of compiling.

1.14 “SOW” means a Statement of Work signed by the duly authorized representatives of both parties that sets forth and describes Services to be provided hereunder, the fees to be paid, and any other terms agreed upon by the parties. A SOW may be attached to an Order as an Exhibit.

1.15 “Support Services” means the standard maintenance and support services offered to Customer as detailed in the support exhibit attached to the applicable Order.

1.16 “Work Product” means Work Product Type 1 and Work Product Type 2. In the event Work Product is not identified in the Order or SOW as being Work Product Type 1 or Work Product Type 2, it shall be deemed Work Product Type 2.

1.17 “Work Product Type 1” means any work product or deliverables developed specifically for Customer by Clear Ballot in the performance of the Professional Services and specifically identified in the SOW or Order (as applicable) as Work Product Type 1.

1.18 “Work Product Type 2” means any work product or deliverables that are provided to Customer under the SOW or Order (as applicable) and are not specifically identified in the SOW or Order (as applicable) as Work Product Type 2.

## 2. MASTER AGREEMENT

This is a master agreement under which Customer may order Clear Ballot Products. The Professional Services terms set forth in Exhibit A attached hereto are incorporated herein. Clear Ballot’s acceptance of any Order made by Customer under this Agreement shall be subject to all applicable provisions of this Agreement, Customer’s Government Contracting Addendum as well as any additional provisions that may be set forth in the applicable Order, including any exhibits thereto. In the event of a conflict between the terms and conditions of an Order and this Agreement, the terms of this Agreement shall govern.

## 3. LICENSE AND RESTRICTIONS

3.1 *Grant of License for Licensed Software.* Subject to the terms and conditions of this Agreement and provided Customer has paid all undisputed fees and costs due under this Agreement, during the Licensed Software Term (as defined in the Order) Clear Ballot grants Customer a limited, nonexclusive, nontransferable, non-sublicensable license to use the Licensed Software identified in the applicable Order solely in the Designated Jurisdiction and for the Scope of Use set forth in the applicable Order. To the extent Object Code is provided for the applicable Licensed Software, Customer may make a single copy of the Object Code of the Licensed Software for backup and archival purposes. Customer will not receive, and may not access the Source Code of any Licensed Software. Unless expressly stated on the applicable Order, Customer may not access or use the Clear Ballot Products on behalf of any third party.

3.2 *Hardware.* If Hardware is included in the applicable Order and subject to the terms of this Agreement, Clear Ballot will provide the Hardware to Customer for use in connection with Clear Ballot Products. If Customer has purchased the Hardware, title and all risk of loss with respect to the Hardware will pass to Customer upon shipment.



# Clear Ballot

by Clear Ballot. Customer shall keep the Hardware free of all security interests, liens and other encumbrances. Customer will use reasonable care in the use of the Hardware and protect the Hardware from theft, damage or misuse. Customer assumes the entire risk of loss, damage, or theft of the Hardware while in Customer's possession. Customer will use the Hardware solely in connection with the Clear Ballot Products and in technical configuration specified by Clear Ballot in the Documentation. In the event that the Hardware includes or incorporates any software code (include without limitation any firmware, operating system or other software), such software code shall be deemed "Licensed Software" licensed to Customer solely under the terms of this Agreement.

**3.3 Support Services.** Support Services are further described in the Order Form and any attachments thereto. Customer acknowledges and agrees that it is required to purchase Support Services for the Licensed Software and Hardware during the entirety of the Licensed Software Term.

**3.4 Access to Data Visualization Portal.** If access to the Data Visualization Portal is provided as part of the Clear Ballot Products ordered by Customer under the applicable Order, then subject to the terms and conditions of this Agreement and provided Customer has paid all undisputed fees and costs due under this Agreement, Clear Ballot grants Customer a limited, nonexclusive, nontransferable, non-sublicensable right to access the Data Visualization Portal during the term set forth in the applicable Order.

**3.5 Restrictions on Use.** Clear Ballot Products shall be used solely for the Scope of Use set forth in the applicable Order and not for any other purpose or use. Authorized Users may use the Clear Ballot Products solely on Licensee's behalf in accordance with this Agreement and the applicable Order and not for any other purpose or use. Customer shall ensure Authorized Users comply with all relevant terms of this Agreement and any breach by an Authorized User will constitute a breach by Customer. Customer may not (i) provide any portion of the Licensed Software to any person or entity who is not authorized to access or use it under this Agreement; (ii) use or permit the Clear Ballot Products to be used in any manner, whether directly or indirectly, that would enable Customer's employees, agents, or any other person or entity to use the Clear Ballot Products in any jurisdiction other than the Designated Jurisdiction or for anyone's benefit other than Customer, (iii) rent, sell, assign, lease, sublicense, or otherwise transfer the Clear Ballot Products, (iv) derive or attempt to derive the Source Code, source files, or structure of all or any portion of the Clear Ballot Products by reverse engineering, disassembly, decompilation, or any other means, except to the extent permitted by applicable law, (v) copy, translate, port, modify, or make derivative works based on the Clear Ballot Products, (vi) use the Clear Ballot Products except as set forth in the Documentation, (vii) use the Clear Ballot Products or Clear Ballot Confidential Information to contest the validity of any Clear Ballot intellectual property; (viii) use the Clear Ballot Products in a manner to compete with Clear Ballot, to create a product or service that competes with Clear Ballot, or to assist a third party in competing with Clear Ballot; (ix) use the Clear Ballot Products outside the Designated Jurisdiction; (x) operate a service bureau or other similar service for the benefit of third parties using the Clear Ballot Products; (xi) export, directly or indirectly, the Clear Ballot Products from the United States; or (xii) disclose the Clear Ballot products to any non-U.S. national in the United States in violation of any United States export or other similar law (e.g., unauthorized "deemed exports"). Customer shall take reasonable precautions to prevent unauthorized or improper use or disclosure of the Clear Ballot Products. Customer shall not remove, alter, or obscure any trademark, proprietary label or notice accompanying or incorporated in the Clear Ballot Products. Customer shall not attempt to access any Clear Ballot systems, programs or data that are not made available for Customer's use under the Order or SOW.

**3.6 Minimum System Configuration.** The minimum hardware and software requirements for proper operation of the Licensed Software are set forth in the Order or the relevant Documentation, which may be updated from time to time. Customer shall be solely responsible for purchasing, providing, and installing all other required equipment, peripherals, and hardware not included in the Statement of Work. The Licensed Software must be used with the Hardware as described in the Documentation, and all warranties, support and indemnification obligations hereunder



are void if the Licensed Software is used with any other hardware or in any manner other than in the technical configuration specified by Clear Ballot. The requirements listed in this section refer to the requirements of Clear Ballot, and do not refer to any state-specific hardware requirements that may be in place. It is Customer's responsibility to ensure that it understands and complies with any state-specific hardware requirements.

**3.7 Intellectual Property Ownership.** The Clear Ballot Products contain material that is protected by United States copyright, trade secret law and other intellectual property law, and by international treaty provisions. All rights in and to the Clear Ballot Products not expressly granted to Customer under this Agreement are reserved by Clear Ballot. As between Customer and Clear Ballot, all Intellectual Property Rights in the Clear Ballot Products will remain the sole and exclusive property of Clear Ballot or its licensors, as applicable. Customer agrees and acknowledges that Clear Ballot will be the exclusive owner of all right, title and interest in and to all software, programming, tools, documentation, materials, and other intellectual property of any kind used, developed, or delivered by Clear Ballot to Customer in connection with this Agreement; and this is not a work-made-for-hire agreement under Section 101 of Title 17 of the United States Code. Customer acknowledges and agrees that Clear Ballot will retain the unlimited right to use and to sublicense to others the ideas, designs, concepts, techniques, or other expertise which Clear Ballot may develop or employ in providing the Clear Ballot Products, in any products and for any lawful purposes.

**3.8 Feedback.** Customer may provide suggestions, comments, or other feedback (collectively, "Feedback") to Clear Ballot with respect to its products and services, including the Clear Ballot Products. Feedback is voluntary and Clear Ballot is not required to hold it in confidence and may use Feedback for any purpose without obligation of any kind. To the extent a license is required under Customer's intellectual property rights to make use of the Feedback, Customer hereby grants Clear Ballot an irrevocable, non-exclusive, perpetual, royalty-free license to use and fully exploit the Feedback in connection with Clear Ballot's business, including enhancement of the Clear Ballot Products.

**3.9 Aggregated Data.** Customer acknowledges and agrees that both during the term of this Agreement and thereafter, Clear Ballot may collect, analyze, copy, display and use Aggregated Data for the purpose of providing, operating, analyzing, and improving the Clear Ballot Products. Clear Ballot will not disclose any Aggregated Data unless it is in aggregated and anonymized form that would not permit a third party to identify the data as associated with Customer. "Aggregated Data" means anonymized or aggregated data, statistics, and analysis derived from Customer's use of the Clear Ballot Products.

**3.10 Modification of Clear Ballot Products.** Clear Ballot may update the Clear Ballot Products from time to time. Except as otherwise expressly agreed in writing by the parties, Clear Ballot is not responsible for any: (a) modification to the Clear Ballot Products by Customer or any third party engaged by Customer, (b) failure by Customer to follow reasonable instructions provided by Clear Ballot for the care and maintenance of Clear Ballot Products, (c) failure by Customer to reasonably implement any improvements or updates to the Clear Ballot Products as supplied by Clear Ballot, (d) use of the Clear Ballot Products not strictly in the manner recommended in the Documentation; or (e) any material failure by Customer to use due care in the use and validation of the results produced by the Clear Ballot Products.

**3.11 Customer Representations.** Customer represents, warrants, and/or covenants to Clear Ballot that: (a) the Clear Ballot Products will be used only (i) by Customer and its Authorized Users, (ii) in the manner for which it was intended, (iii) in accordance with all applicable manuals and instructions, and (iv) in compliance with all applicable laws and regulations, (b) it has the authority to enter into this Agreement, (c) the person executing this Agreement on behalf of Customer has been duly authorized and has all required approvals, (d) by entering into this Agreement, Customer is not in violation of any laws or agreements applicable to Customer, (e) Customer shall not modify, alter, or add to the Clear Ballot Products without the prior written consent of Clear Ballot, and (f) Customer acknowledges and agrees that it is solely responsible for the secure disposal of all Hardware at the end of the term of this Agreement, or at the conclusion of Customer's use of the applicable Hardware, whichever occurs first. Customer



# Clear Ballot

represents and warrants that it shall dispose of all Hardware in a safe and secure manner in accordance with all applicable federal, state, and local laws, regulations, guidelines and best practices, which may include, without limitation management of computer equipment regulations, environmental laws and regulations, NIST guidelines, data removal guidelines, and U.S. Election Assistance Commission regulations and practices. Customer shall provide Clear Ballot with a certificate of destruction for all Hardware no longer in use. Customer is responsible for understanding what regulations and laws apply to its disposal of the Hardware. If Clear Ballot offers a take-back/recycling program (which it may elect to do at its sole discretion) it shall inform Customer of such program and the fees and guidelines associated with such program.

**3.12 “Customer Pre-Existing IP”** shall mean data, information, materials, and other information owned by Customer prior to the commencement or independent of this Agreement or Customer’s receipt of the Clear Ballot Products, some of which may be used by Clear Ballot in delivering the Clear Ballot Products or the development of the Work Product hereunder. All Customer Pre-Existing IP is the sole property of Customer. Customer is responsible for the accuracy, quality, integrity, legality, reliability, and intellectual property ownership or right to use Customer Pre-Existing IP. By providing or otherwise making available Customer Pre-Existing IP to Clear Ballot under this Agreement, Customer hereby grants to Clear Ballot a limited, nonexclusive, royalty-free, worldwide right and license to process the Customer Pre-Existing IP as may be necessary for Clear Ballot to provide the Clear Ballot Products to Customer and perform and fulfill the rights and obligations under the Agreement.

#### **4. FEES, EXPENSES AND TAXES**

Customer will pay the fees for the Clear Ballot Products in accordance with the applicable Order. All fees are in United States dollars. Unless otherwise expressly stated on an Order, Clear Ballot may increase fees at any time (but not more than once annually) upon at least thirty (30) days prior written notice to Customer. Except as expressly set forth in this Agreement, there are no refunds.

Unless otherwise set forth on the applicable Order, all fees will be invoiced annually, payable in advance. Customer will reimburse Clear Ballot for reasonable special or unusual expenses incurred at Customer’s specific written request.

All undisputed amounts to be paid by Customer are due and payable thirty (30) days after Customer’s receipt of the complete and accurate invoice. All payments not disputed in good faith by Customer and not made by Customer within sixty (60) days of when due will be subject to late charges of the lesser of (i) one percent (1.0%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. If Customer fails to pay Clear Ballot charges (other than charges disputed in good faith) within sixty (60) days after the applicable due date of the invoice, Clear Ballot may suspend Customer’s right to access and use the Clear Ballot Products under this Agreement. For clarity, Clear Ballot will not initiate suspension while Customer is disputing charges reasonably and in good-faith and is cooperating diligently in resolving the dispute.

Customer will pay all sales, use, and excise taxes relating to, or under, this Agreement, exclusive of taxes based on or measured by Clear Ballot’s net income, unless Customer is exempt from the payment of such taxes and provides Clear Ballot with evidence of the exemption.

#### **5. DISCLAIMERS**

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CLEAR BALLOT PRODUCTS ARE PROVIDED TO CUSTOMER “AS IS,” WITH ALL FAULTS, AND WITHOUT



# Clear Ballot

WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CLEAR BALLOT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CLEAR BALLOT DOES NOT WARRANT THAT THE CLEAR BALLOT PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE CLEAR BALLOT PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE. CLEAR BALLOT DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE CLEAR BALLOT PRODUCTS IN TERMS OF THEIR CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, APPROPRIATENESS FOR A PARTICULAR TASK OR APPLICATION, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CLEAR BALLOT OR CLEAR BALLOT'S AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES PROVIDED IN THIS AGREEMENT (IF ANY).

Hardware carries the standard manufacturer's warranty only (if any). Clear Ballot will use commercially reasonable efforts to pass through to Customer any manufacturer's warranties on Hardware, to the extent such warranties may be passed through. All warranty claims for Hardware will be submitted to the respective manufacturer.

If applicable law affords Customer implied warranties, guarantees, or conditions despite these exclusions, those warranties will be limited to one (1) year and Customer's remedies will be limited by this Section 5 (Disclaimer of Other Warranties) and 10 (Limitations of Liability and Actions) to the maximum extent permitted by applicable law. For the avoidance of doubt, the disclaimer set forth in this Section 5 do not negate any of Clear Ballot's obligations under any certificates which Clear Ballot may be required to maintain by the applicable jurisdiction governing use of the Licensed Software hereunder.

## **6. INDEMNIFICATION**

Clear Ballot will defend, indemnify, and hold harmless Customer from any and all third-party claims and resulting losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from a claim by a third party that Customer's use of the Licensed Software in accordance with this Agreement infringes that third party's United States patent, copyright, or trade secret rights. Notwithstanding the foregoing, Clear Ballot will have no obligation with respect to any claim of infringement that is based upon or arises out of (a) the use or combination of the Licensed Software with any hardware, software, products, data, or other materials not provided by Clear Ballot, where such claim would not have arisen but for such use or combination, (b) modification or alteration of the Licensed Software by anyone other than Clear Ballot where such claim would not have arisen but for such modification or alteration, (c) use of the Licensed Software in violation of this Agreement, (d) any specifications, requirements, data, or intellectual property provided by Customer (collectively, the "Excluded Claims").

If the Licensed Software is held to infringe (or, if Clear Ballot determines in its sole discretion that it may be held to infringe), Clear Ballot shall, at its own expense, in its sole discretion: (a) procure a license that will protect Customer against such claim without cost to Customer; (b) replace the impacted Licensed Software with non-infringing materials without material loss of functionality; or (c) if (a) and (b) are not commercially reasonable, terminate this Agreement or the applicable Order and refund to the Customer a prorated portion of the unused prepaid fees for the infringing Licensed Software. The rights and remedies granted Customer under this Section 6 state Clear Ballot's entire liability, and Customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party.



The indemnified party shall (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, and (ii) to the maximum extent permitted by applicable law, with advice of the Attorney General of the relevant jurisdiction if such advice is required by applicable law, allow the indemnifying party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement; provided that the indemnifying party shall not settle any claim without the indemnified party's prior written consent (such consent not to be unreasonably withheld or delayed). The indemnified party shall also provide the indemnifying party with reasonable cooperation and assistance in defending such claim (at the indemnifying party's cost).

## **7. AUDIT**

**7.1 Audit of Customer by Clear Ballot.** Clear Ballot may audit Customer's use of the Clear Ballot Products ("Audit"). An Audit may include the inspection and review of facilities, technical environment, equipment, computers and/or servers on which the Clear Ballot Products has been installed, used or hosted, and records, procedures, or business practices that relate to Customer's performance under and compliance with the terms of this Agreement. Clear Ballot shall provide Customer reasonable advance notice of an Audit, which shall be performed by Clear Ballot or an independent third party authorized by Clear Ballot. Customer will reasonably cooperate with Clear Ballot in the conduct of the Audit. Audits will be conducted during Customer's normal business hours and commercially reasonable efforts shall be used not to disrupt Customer's business. The cost of the Audit shall be borne by Clear Ballot. In the event that Customer is found by Clear Ballot to be out of compliance with the terms of this Agreement, Clear Ballot shall notify Customer of the Clear Ballot's findings, in detail and Customer shall be responsible for the cost of the Audit. Customer shall have fifteen (15) days to review Clear Ballot's findings and respond to Clear Ballot and become compliant.

**7.2 Customer Access to Records.** Clear Ballot shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") during the Term of the Agreement. Not more than once annually (unless greater frequency is required by applicable law), Clear Ballot shall permit Customer's authorized representatives to access copies of the Records at reasonable times and places for purposes of examination and copying, at Customer's expense.

## **8. LIMITATIONS OF LIABILITY AND ACTIONS**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS AND COSTS, LOSS OF BUSINESS, LOSS OF SAVINGS, LOSS OF DATA, OR LOSS OF GOODWILL, IN CONNECTION WITH THE PERFORMANCE OF THE CLEAR BALLOT PRODUCTS, OR THE PERFORMANCE OF ANY OTHER OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF IT IS AWARE OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF CLEAR BALLOT TO CUSTOMER FOR ANY AND ALL CLAIMS AND DAMAGES UNDER THIS AGREEMENT, WHETHER ARISING BY STATUTE, CONTRACT, TORT OR OTHERWISE, EXCEPT FOR CLAIMS RELATED TO DEATH, BODILY INJURY, PROPERTY DAMAGE OR WILLFUL NEGLIGENCE, WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO CLEAR BALLOT UNDER THE APPLICABLE ORDER WHICH FORMS THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.





THE LIMITATIONS OF LIABILITY SET FORTH HEREIN SHALL NOT APPLY TO ANY CLAIM OR DAMAGE FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW. IF CUSTOMER'S JURISDICTION DOES NOT ALLOW THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION, THE LIABILITY OF CLEAR BALLOT SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. THIS SECTION 8 SHALL APPLY WITHOUT WAIVER OF CUSTOMER'S SOVEREIGN IMMUNITY, IF APPLICABLE.

## 9. CONFIDENTIALITY

**9.1 Definition of Confidential Information.** During the term of this Agreement, each party will regard as confidential any information that is: (a) provided to it by the other party and designated in writing as proprietary or confidential, or (b) to be reasonably considered confidential given the nature of the information or the circumstances under which it was disclosed ("**Confidential Information**"). Clear Ballot's Confidential Information includes the Clear Ballot Products and any Intellectual Property Rights of Clear Ballot or its licensors.

**9.2 Exclusions.** Except as required by law or statute, Confidential Information will not include any information or material, or any element thereof, to the extent any such information or material, or any element thereof (i) has previously become or is generally known, unless it has become generally known through a breach of this Agreement or a similar confidentiality or non-disclosure agreement, (ii) was already rightfully known to the Receiving Party prior to being disclosed by or obtained from the Disclosing Party as evidenced by written records kept in the ordinary course of business of or by proof of actual use by the Receiving Party, (iii) has been or is hereafter rightfully received by the Receiving Party from a third person (other than the Disclosing Party) without restriction or disclosure and without breach of a duty of confidentiality to the Disclosing Party, or (iv) has been independently developed by the Receiving Party without use of the Confidential Information of the Disclosing Party.

**9.3 Treatment of Confidential Information.** Each party recognizes the importance of the other's Confidential Information. In particular, each party recognizes and agrees that the Confidential Information of the other is critical to their respective businesses and that neither party would enter into this Agreement without assurance that such information and the value thereof will be protected as provided in this Section and elsewhere in this Agreement. Accordingly, each party agrees as follows: (i) the Receiving Party will hold any and all Confidential Information it obtains in strictest confidence and will use and permit use of Confidential Information solely for the purposes of this Agreement; and (ii) without limiting the foregoing, the Receiving Party will use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of this Confidential Information as the Receiving Party employs with respect to its own Confidential Information of a like importance. The Receiving Party may disclose the Disclosing Party's Confidential Information to its Affiliates and its and their directors, officers, employees, Independent Contractors, Vendor, and advisors (collectively "Representatives") who have a need to know such Confidential Information in the course of the performance of their duties for the receiving party and who are bound by a duty of confidentiality no less protective of the disclosing party's Confidential Information than this Agreement. Each party accepts responsibility for the actions of its Representatives.

**9.4 Compelled Disclosures.** The receiving party may disclose Confidential Information pursuant to the requirements of applicable law, legal process, or government regulation, provided that it gives the disclosing party reasonable prior written notice to permit the disclosing party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.

**9.5 Public Records.** Notwithstanding any provision of this Agreement, including, without limitation this Section 9, Clear Ballot recognizes that Customer is a governmental entity subject to open records and sunshine laws. To the extent required by applicable law, Customer may be required to disclose a copy of this Agreement, as well as other Clear Ballot information and records related to this Agreement. The parties agree that Customer will not be in breach of this Agreement if the Customer is required to disclose such information pursuant to applicable law. However, to





the extent permitted by applicable law, Customer agrees that prior to disclosure of any Clear Ballot information (whether Confidential Information or otherwise), Clear Ballot Products, or Clear Ballot Intellectual Property under any public records request or obligation, Customer shall notify Clear Ballot of such required disclosure, so that Clear Ballot shall have an opportunity to note and/or redact any information, materials and intellectual property that may be classified as an exemption to the applicable law. Similarly, Clear Ballot recognizes that the Customer is subject to state record retention regulations, and Customer will comply with all such requirements.

## 10. TERM AND TERMINATION

**10.1 Term.** This Agreement shall be effective as of the Effective Date and continue in effect until the expiration or termination of all Orders (the “Term”), unless earlier terminated in accordance with this Section 10. The term of the licenses granted by Clear Ballot to Customer hereunder will commence upon execution of the applicable Order and continue for the term specified in the Order, unless earlier terminated in accordance with the provisions of this Agreement.

**10.2 Breach.** If either party fails to observe or perform any material obligation under this Agreement, the non-defaulting party may give written notice to the defaulting party specifying the material failure. If the material failure is not corrected or a mutually agreed plan to correct the failure has not been established by the parties working together in good faith within thirty (30) Days after the date of such notice, the non-defaulting party may terminate this Agreement upon written notice to the defaulting party.

**10.3 Bankruptcy and Insolvency.** Either party may terminate this Agreement immediately on written notice to the other party, if the other party is the subject of a voluntary or involuntary bankruptcy, insolvency, or similar proceeding, that is not dismissed within sixty (60) days of filing.

**10.4 De-certification.** If Clear Ballot fails to maintain any required certifications which are necessary to provide the Licensed Software, Customer may give written notice to the Clear Ballot of Customer’s intent to terminate the Agreement or any Service Order. If Clear Ballot is unable to acquire the necessary certification within a reasonable, mutually agreed upon timeframe (of at least 30 days), at Customer’s sole discretion and as Customer’s sole and exclusive remedy, Customer may terminate the Agreement or any Service Order.

**10.5 Effect of Termination.** Upon the expiration or termination of this Agreement for any reason, the license and all other rights granted to Customer hereunder shall immediately cease, and Customer shall (i) return the Licensed Software to Clear Ballot together with all reproductions and modifications of the Licensed Software and all copies of any Documentation, notes and other materials respecting the Clear Ballot Products, (ii) attest that Customer shall no longer use or allow to be used the Clear Ballot Products, (iii) provide Clear Ballot a written certification that Customer has ceased all use of the Clear Ballot Products and has complied with all of its obligations under this Section. Except as expressly provided herein, to the maximum extent permitted by applicable law, termination of this Agreement by either party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such party.

## 11. INSURANCE

Clear Ballot shall, at its own cost, throughout the performance of this Agreement or any related SOW maintain in full force and effect with a reputable insurer(s), insurance as described below: (a) Commercial General liability insurance with a limit of not less than two Million Dollars (US\$2,000,000) in the aggregate; (b) Workers Compensation insurance with statutory limits, and Employer’s Liability insurance with limits of not less than One Million Dollars (US\$1,000,000) per occurrence; and (c) Errors and Omissions Liability insurance with a limit of not less than two Million US Dollars (US\$2,000,000) in the aggregate. Upon written request by Customer, Clear Ballot shall furnish Customer with certificates of insurance evidencing the insurance coverage required to be maintained



by Clear Ballot is in full force and effect.

## **12. GENERAL**

**12.1 Waiver, Amendment, Or Modification.** The waiver, amendment, or modification of any provision of this Agreement, or any right, power, or remedy hereunder, shall not be effective unless made in writing and signed by the party against whom enforcement of such waiver is sought, or in the case of amendment, or modification unless signed by both parties. The terms of this Agreement shall not be amended or changed by the terms of any purchase order or acknowledgement issued by Customer even though Clear Ballot may have accepted or signed such documents. No failure or delay by either party in exercising any right, power, or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

**12.2 Notice.** All notices, demands, or consents given under this Agreement will be in writing and will be deemed given when delivered personally, or three (3) Days after deposit in the mail (certified or registered mail), or one (1) Day after being sent by overnight courier, to the receiving party at the address set forth in this Agreement or at such other address given by either party to the other in writing. A courtesy copy shall be sent to Clear Ballot via email at [contracts@clearballot.com](mailto:contracts@clearballot.com) and to Customer at the email address set forth below the signature block (if any).

**12.3 Entire Agreement.** This Agreement, together with the Orders, the Customer's Government Contracting Addendum, and any exhibits attached hereto, constitutes the entire agreement between the parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations, or agreements between the parties in connection with the subject matter hereof except as specifically set forth or referred to herein. In the event of any conflict between the body of this Agreement, the Customer's Government Contracting Addendum, and any Orders or exhibits, the Customer's Government Contracting Addendum shall control.

**12.4 Assignment.** All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors and assigns. To the maximum extent permitted by applicable law, Clear Ballot may assign this Agreement and all Orders as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets provided the resulting use, functionality, and support of the Licensed Software remains consistent with the terms of this Agreement and with the scope of use made by assigning party immediately before the assignment. If consent is required by applicable law to assign this Agreement, such consent shall not be unreasonably withheld. Except as expressly stated in this Agreement, to the maximum extent permitted by applicable law, neither party may assign this Agreement without the prior written consent of the other party, and any attempted assignment will be void. Clear Ballot may assign the performance of any portion of its obligations hereunder (including the provision of any portion of the Clear Ballot Products or functionality contained therein) to any subcontractor; provided that Clear Ballot shall be responsible for the performance of any such subcontractor.

**12.5 Publicity.** Customer grants Clear Ballot the right to add Customer's name and logo to Clear Ballot's customer list and to otherwise reference Customer as a Clear Ballot customer.

**12.6 Governing Law; Severability.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, USA without regard to its conflict of law provisions. Any legal action or proceeding with respect to this Agreement shall be brought in the state or federal courts in Oregon. If you are prohibited by law from entering into a contract by governing law other than the laws of the state where your primary office is located, then this Agreement will be construed under the laws of the state in which your primary office is located. If any provision of this Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall continue in full force and effect.



**12.7 Construction.** The section headings in this Agreement are for convenience of reference only, will not be deemed to a part of this Agreement, and will not be referred to in connection with the construction or interpretation of this Agreement. Unless otherwise expressly stated, the words “herein,” “hereof,” and “hereunder” and other words of similar import refer to sections of this Agreement as a whole and not to any particular section, subsection, or other subpart of this Agreement. The words “include” and “including” shall not be construed as terms of limitation and shall, in all instances, be interpreted as meaning “including, but not limited to.”

**12.8 Relationship Of The Parties.** Clear Ballot is an independent contractor under this Agreement, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have authority to enter into agreements of any kind on behalf of the other party and shall have no power or authority to bind or obligate the other party in any manner to any other third party.

**12.9 No Third-Party Beneficiaries.** Nothing contained in this Agreement is intended or shall be construed to confer upon any person any rights, benefits or remedies of any kind or character whatsoever, or to create any obligation of a party to any such person.

**12.10 Survival.** The following Sections shall survive expiration or termination of this Agreement: 3.5 (Restrictions on use), 3.7 (Intellectual Property Ownership), 3.8 (Feedback), 3.9 (Aggregated Data), 4 (Fees, Expenses and Taxes) (to the extent of fees accrued prior to the date of termination), 5 (Disclaimer of Warranties); 7 (Audit); 8 (Limitations of Liability and Actions); 10.5 (Effect of Termination); and 12 (General).

**12.11 Force Majeure.** Except for Customer’s payment obligations, neither party will be liable for any failure or delay in performance under this Agreement which is due to any event beyond the reasonable control of such party, including fire, explosion, unavailability of utilities or raw materials, unavailability of components, labor difficulties, war, riot, act of God, export control regulation, laws, judgments, or government instructions.

**12.12 Counterparts.** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute the same Agreement. Signatures to this Agreement transmitted by facsimile, by electronic mail in “portable document format” (“pdf”), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

**12.13 Agreement Drafted By All Parties.** This Agreement is the result of arm’s length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.

The parties have executed this Agreement to become effective as of the Effective Date.



Clear Ballot

**CUSTOMER:**

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

Craig Roberts

\_\_\_\_\_  
**(PRINTED NAME)**

Chair

\_\_\_\_\_  
**(TITLE)**

\_\_\_\_\_  
**(DATE)**

**CLEAR BALLOT GROUP, INC.**

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

Digitally signed by CPR  
Date: 2025.12.09  
14:19:37 -05'00'

\_\_\_\_\_  
**(PRINTED NAME)**

VP of Finance

\_\_\_\_\_  
**(TITLE)**

\_\_\_\_\_  
**(DATE)**



## **EXHIBIT A: PROFESSIONAL SERVICES TERMS**

Clear Ballot shall provide Customer certain Professional Services as specified in a SOW.

Either party may request a change to a SOW, and for such purpose shall submit to the other party a written notice ("Change Request") setting forth the requested change and the reason for such request. The parties shall discuss the necessity, desirability and/or acceptability of the Change Request. When and if both parties have agreed in writing upon the changes, and any resulting change in the estimated fees for the Services, the parties shall complete and execute a change order ("Change Order") or a new or revised SOW.

Clear Ballot shall have sole discretion in staffing the Professional Services and may assign the performance of any portion of the Professional Services to any subcontractor; provided that Clear Ballot shall be responsible for the performance of any such subcontractor. Customer shall designate at least one employee with knowledge of Customer's business and Clear Ballot's technology and services as its primary contact to be available for communication with Clear Ballot in providing the Professional Services. Customer will (a) cooperate with Clear Ballot, (b) provide Clear Ballot with timely access to accurate and complete information, data and materials, (c) provide Clear Ballot with such assistance and access as Clear Ballot may reasonably request, and (d) fulfill its responsibilities as set forth in this Agreement and the SOW. If Clear Ballot personnel are required to be present on a Customer site, Customer will provide adequate workspace and may provide reasonable worksite safety and security rules to which such personnel are to conform. Unless otherwise set forth in the SOW, all resources and information that are required for Clear Ballot to perform the Services shall be provided at Customer's expense. Customer is responsible for the procurement of any necessary permits or licenses required for the design, production, testing or operation of any Work Product hereunder and costs incidental thereto unless otherwise agreed in the SOW.

Unless specified otherwise in the SOW, the cost estimate for Professional Services, as set forth in the SOW, is a budgetary estimate and is not a firm fixed price quotation and the Professional Services shall be provided on a time and material basis at the rates set forth in the SOW. If Clear Ballot, at any time, determines that the cost of the Professional Services is expected to exceed the budgetary estimate, Clear Ballot will notify the Customer and obtain the Customer's approval prior to exceeding the budget. Clear Ballot shall not be obligated to continue with any work which would cause Clear Ballot to exceed the budgetary estimates if Customer does not approve exceeding the budget. If actual costs are less than the budgetary estimate, only actual costs will be billed.

Except for Clear Ballot Pre-Existing IP (as defined below) which shall continue to be owned by Clear Ballot, any Work Product Type 1 delivered under a SOW shall be the property of Customer upon Customer's payment in full of all associated fees due hereunder.

Clear Ballot hereby grants to Customer a non-exclusive, non-transferable license to use any Work Product Type 2 delivered to Customer upon Customer's payment in full of all amounts due hereunder. Work Product Type 2 shall be used by Customer solely in conjunction with, and consistent in scope with, Customer's permitted use of the Licensed Software under this Agreement.

"Clear Ballot Pre-Existing IP" shall mean any and all software, hardware, information, technology, configurations, training materials, tools, methodologies, data, designs, ideas, concepts, know-how, techniques, materials, data, algorithms, and other information owned or licensed by Clear Ballot prior to the commencement or independent of the Professional Services and all intellectual property rights therein, some of which may be used by Clear Ballot in performance of the Professional Services or the development of the Work Product hereunder, and shall also include any enhancements or modifications made by Clear Ballot to the Clear Ballot Pre-Existing IP while performing the



# Clear Ballot

Services hereunder. All Clear Ballot Pre-Existing IP is the sole property of Clear Ballot. Customer acknowledges and agrees that Clear Ballot is in the business of providing the Clear Ballot Products, and as such will retain the unlimited right to use and to sublicense to others the ideas, designs, concepts, techniques or other expertise which Clear Ballot may develop or employ in providing the Professional Services, including those ideas, concepts, techniques acquired in developing the Work Product, in any products and for any purposes (including providing services and developing work product for other customers), provided that the same are (i) of general application and (ii) not based on and do not contain Customer Confidential Information. For the avoidance of doubt, Clear Ballot may create the same or similar work product for other customers without liability or obligation to Customer. To the extent that Clear Ballot incorporates any Pre-Existing IP into any Work Product, then Clear Ballot hereby grants Customer a royalty-free, non-exclusive, non-transferable license to use such Pre-Existing IP delivered to Customer solely as necessary for and in conjunction with and not separate from Customer's use of the Work Product.

Clear Ballot warrants that any Professional Services will be performed in a professional, workmanlike manner and shall substantially conform to the specifications set forth in the applicable Order for a period of thirty (30) days from the date of completion (the "Professional Services Warranty Period"), unless specified otherwise in the Order. If Customer notifies Clear Ballot in writing of any failure to comply with the Professional Services warranty described in this paragraph during the Professional Services Warranty Period, then Clear Ballot shall re-perform the relevant Professional Services at no additional cost to Customer within a reasonable period of time. The foregoing remedy is the sole and exclusive remedy of Customer and the sole and exclusive liability of Clear Ballot for breach of this Professional Services warranty.