

Statement of Work - Training

for

Commonwealth of PA – Department of State

PO Number: _____

AGENCY CONTACT: Sara R. Roadcap

PHONE: [REDACTED]

AGENCY ADDRESS: 401 North Street, Room 308
Harrisburg, PA 17120

E-MAIL: [REDACTED]

A. Introduction

This Statement of Work ("SOW") is made ("Effective Date"), by and between the Commonwealth of PA –Dept. of State, with its principal office located at 401 North Street, Harrisburg, PA 17112 (hereinafter referred to as "Customer") and VotingWorks, a corporation organized under the laws of the State of California, with its principal place of business at 135 Main St, Fl 20, San Francisco, CA 94105 (hereinafter referred to as "VotingWorks"). VotingWorks and Customer may also be referred individually as "Party" or collectively as "Parties."

Dept. of State is responsible for promptly obtaining all required consents necessary for the Supplier to provide the services described in this Statement of Work. A required consent means any consent or approval required to give VotingWorks software, firmware and other products to enable us and our subcontractors to perform the services set forth in this Statement of Work without infringing on the ownership or license rights (including patent and copyright) of the providers or owners of such products.

Any terms and conditions not set forth in this SOW are governed by the IT Terms and Conditions which can be found at http://www.portal.state.pa.us/portal/server.pt/community/procurement_forms and the software license agreement negotiated between the vendor and the Commonwealth.

B. Project Overview and Tasks

VotingWorks will perform the following tasks (the "Project"):

- In-person presentation on RLA process at state conference
- Training and support of random seed selection, tool prep, communication with counties, summary report to aid in the setup of the audit
- Ballot manifest training and support
 - August
 - August webinar training for each county to create a ballot manifest
 - August individualized follow-up by video, email, and phone support for each county to create a ballot manifest (3 days of support from 1 VotingWorks technician).
 - November
 - November webinar training for each county to create a ballot manifest
 - November individualized follow-up by video, email, and phone support for each county to create a ballot manifest (3 days of support from 1 VotingWorks technician).
- Ballot retrieval training and support
 - August
 - August webinar training to retrieve ballots
 - August individualized follow-up by video, email and phone support for each county to retrieve ballots (2 days of support from 1 VotingWorks technician)
 - November
 - November webinar training to retrieve ballots
 - November individualized follow-up by video, email and phone support for each county to retrieve ballots (3 days of support from 2 VotingWorks technicians)

Agency Requirements & Room Preparation:

- Assign primary point of contact who will determine how and when training is conducted.
- Schedule trainings and communicate schedule to counties
- Communicate support contact info to counties

C. Project Cost

The actual Project start date will depend on election dates.

Project Cost is: \$26,500

All work associated with the Project is performed during Mondays through Fridays, between the hours of 8am and 5pm local time, excluding holidays.

This SOW is acceptable. I (We) hereby acknowledge and confirm that I (We) have read this SOW and accept and approve the scope of work and related terms. I (We) understand that if additional work is required that by its nature was not known or determined at the time this SOW was executed, a written change order describing the additional work and any related expenses is required.

Before this project can begin, sign and return this SOW. Please sign and FAX to VotingWorks at 707-339-8156.

VotingWorks

Commonwealth of PA – Department of State

Approved (date): 10 / 23 / 2020

Kathy Boockvar 11/02/2020

Authorized Agency Name

Matt Pasternack (President)
Authorized Supplier Signature

Kathy Boockvar
Authorized Agency Signature

Authorized Supplier Signature

Secretary of the Commonwealth
Title

The Project was completed in accordance with this SOW. I (We) hereby accept as completed all work indicated in this SOW. I (We) acknowledge at there is nothing that should prevent prompt payment in accordance with the terms indicated above.

Approved (date): _____

Authorized Agency Name

Authorized Supplier Signature

Authorized Agency Signature

Authorized Supplier Signature

Title

PLEASE ATTACH HARD COPY OF PURCHASE ORDER
REFERENCING THIS SOW

Statement of Work Strategic Planning

for

Commonwealth of PA Department of State

PO Number: _____

AGENCY CONTACT: Sara R. Roadcap

PHONE: [REDACTED]

AGENCY ADDRESS: 401 North Street, Room 308
Harrisburg, PA 17120

E-MAIL: [REDACTED]

A. Introduction

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B. Project Overview and Tasks

VotingWorks will perform the following tasks (the "Project"):

Chain of Custody Assessment and Vote-by-Mail Assessment. The project includes:

- Chain of Custody and Vote-by-Mail Assessment
 - Perform chain of custody and vote-by-mail assessment for Montgomery, Bucks, Philadelphia, Delaware, Chester, and Lancaster counties
 - Review existing procedures with regard to:
 - Ballot return
 - Ballot security & reconciliation
 - Drop site
 - Provisional Ballots
 - Identify pain points including those involving:
 - Checking in returned ballots
 - Poll worker requirements
 - Poll book printing
 - Two numbered lists of voters
 - Voters issued absentee or mail-in ballots going to the polls
 - Precinct reconciliation
 - Precinct check-in
 - Processing provisional ballots for voters issued absentee or mail-in ballots
 - Share findings with state election officials
 - Provide report with recommendations to streamline and optimize chain of custody and vote-by-mail procedures to solve pain points and prepare for audits.

Agency requirements:

- Assign primary point of contact who will lead the selection of jurisdictions
- Coordinate meetings with jurisdictions
- Provide feedback on findings and (to the extent desired) implement recommendations

C. Project Cost

Project Cost is: \$45,000.00

All work associated with the Project is performed during Mondays through Fridays, between the hours of 8am and 5pm local time, excluding holidays.

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VotingWorks

Commonwealth of PA – Department of State

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Authorized Agency Name

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Secretary of the Commonwealth
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Approved (date): _____

Authorized Agency Name

Authorized Supplier Signature

Authorized Agency Signature

Authorized Supplier Signature

Title

PLEASE ATTACH HARD COPY OF PURCHASE ORDER
REFERENCING THIS SOW

**FULLY EXECUTED**

Contract Number: 4400022884

Original Contract Effective Date: 06/03/2020

Valid From: 06/01/2020 To: 12/31/9999

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 541170

Supplier Name/Address:

VOTINGWORKS

P.O. Box 610098

REDWOOD CITY CA 94061-0098 US

Supplier Phone Number: 5104269996

Contract Name:

Software License Agreement VotingWorks

Purchasing Agent

Name: Leitzel Donna

Phone: [REDACTED]

Fax: [REDACTED]

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
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General Requirements for all Items:**Header Text**

This contract is a binding agreement between the Commonwealth and the Licensor to procure software; see the attached Software License Requirements Agreement. This contract shows a dollar figure of \$10,000.01, but the dollar figure has no fiscal or legal significance and is utilized solely for the purpose of electronic contract administration. Purchase orders may not be created against this contract.

The SRM Agreement Number for this License should be referenced in the reseller's quotations and resulting agency purchase orders issued off the statewide reseller contract.

Agency Contact: Christopher Price

Vendor Contact: Matt Pasternack

Information:**Total Amount:**

10,000.01

Currency: USD

Supplier's Signature _____

Title _____

Printed Name _____

Date _____

**FULLY EXECUTED**

Contract Number: 4400022884

Original Contract Effective Date: 06/03/2020

Valid From: 06/01/2020 To: 12/31/9999

Supplier Name:

VOTINGWORKS

No further information for this Contract

Information:**Total Amount:**

10,000.01

Currency: USD

**SOFTWARE/SERVICES LICENSE REQUIREMENTS AGREEMENT
BETWEEN
THE COMMONWEALTH OF PENNSYLVANIA,
ACTING BY AND THROUGH THE GOVERNOR'S OFFICE OF ADMINISTRATION
AND
VOTINGWORKS**

This Software/Services License Requirements Agreement ("Agreement") is entered by and between **VotingWorks** ("Licensor") and the **Commonwealth of Pennsylvania**, acting by and through the **Governor's Office of Administration** ("Commonwealth") and is effective the date the Agreement has been fully executed by the Licensor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained (the "Effective Date"). For the sake of clarity, the Pennsylvania Arlo SaaS Services Agreement attached hereto as Exhibit A (the "**SaaS Exhibit**") forms and is a part of this Agreement and the parties hereby agree that the SaaS Exhibit is binding on the parties to the same extent as the body of this Agreement. Additionally, the Department of State employs a security protocol for the handling of election infrastructure information attached hereto as Exhibit B (the "TLP-Policy") and the parties hereby agree that the TLP-Policy is binding on the parties to the same extent as the body of this Agreement.

The parties intending to be legally bound, agree as follows:

- 1. Order of Precedence.** The terms and conditions of this Agreement, to the extent a conflict exists, supersede and take precedence over the terms and conditions of the attached SaaS Exhibit. The parties agree that the terms of this Agreement supersede and take precedence over the terms included in any quote, purchase order, terms of any shrink-wrap agreement included with the Licensed Products, terms of any click through agreement included with the Licensed Products or any other terms purported to apply to the Licensed Products. The products specified in Attachment 1, along with maintenance, support and services for said products, shall be referred to as "Licensed Products."
- 2. Enterprise Language.**
 - (a) The parties agree that more than one agency of the Commonwealth ("Commonwealth Agency") may license products subject to this Agreement, provided that the procurement of any Licensed Products by any Commonwealth Agency must be made pursuant to one or more executed purchase orders or purchase documents submitted by each Commonwealth Agency seeking to use the Licensed Products.
 - (b) The parties agree that, if the licensee is a "Commonwealth Agency" as defined by Section 103 of the *Commonwealth Procurement Code*, 62 Pa. C. S. § 103, the terms

and conditions of this Agreement apply to the procurement of any Licensed Products made by the Commonwealth, and that the terms and conditions of this Agreement become part of the purchase order or other procurement document without further need for execution.

3. List of Licensed Products.

- (a) Attached hereto and made a part of this Agreement by reference is Attachment 1, which lists the Licensed Products that may be licensed under this Agreement. With the consent of the Commonwealth, the list of Licensed Products on Attachment 1 may be updated by the Licensor providing the Commonwealth with a revised Attachment 1 that adds the new product to the list. The Commonwealth, in its sole discretion, may consent either via written communication directly to the Licensor or, if applicable, providing the Commonwealth's reseller with a copy of Licensor's notification to update Attachment 1.
- (b) No amendment will be required to add a new Licensed Product to the list. If, however, the Licensor desires to add a new Licensed Product to the list that requires additional licensing terms or other requirements, either an amendment to this Agreement or a new agreement will be required.

4. Choice of Law/Venue. This Agreement shall be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law provisions. The courts of the Commonwealth of Pennsylvania and the federal courts of the Middle District of Pennsylvania shall have exclusive jurisdiction over disputes under this Agreement and the resolution of those disputes.

5. Indemnification/Immunity.

- (a) Neither the Commonwealth nor any Commonwealth Agency have the authority to indemnify any entity. The Commonwealth shall pay for any loss, liability or expense, which arises out of or relates to the Commonwealth's acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the Commonwealth is established by a court of law or where settlement has been agreed to by the Commonwealth. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses that arise as a matter of law or pursuant to any other provision of this Agreement. No provision in this Agreement shall be construed to limit the sovereign immunity of the Commonwealth or any Commonwealth Agency.
- (b) Licensor shall indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by Licensor and its employees, affiliates, subcontractors, and agents under this Agreement, provided the Commonwealth gives Licensor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act, Act of October 15, 1980, P.L. 950, No. 164, as amended, 71 P.S. § 732-101—732-506,

the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Licensor, the Commonwealth will cooperate with all reasonable requests of Licensor made in the defense of such suits.

- (c) Neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Licensor to control the defense and any related settlement negotiations.

6. Patent, Copyright, Trademark and Trade Secret Protection.

- (a) The Licensor shall, at its expense, defend, indemnify and hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, trademarks or trade dress, or for a misappropriation of a United States trade secret arising out of performance of this Agreement ("Claim"), including all Licensed Products provided by the Licensor. For the purposes of this Agreement, "indemnify and hold harmless" shall mean the Licensor's obligation to (a) pay any judgments, fines and penalties finally awarded by a court of competent jurisdiction, governmental/administrative body or any settlements reached pursuant to a Claim and (b) reimburse the Commonwealth for its reasonable administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in handling the Claim. The Commonwealth shall give the Licensor prompt notice of any such claim of which it learns. Pursuant to the [Commonwealth Attorneys Act](#), Act of October 15, 1980, P.L. 950, No. 164, as amended, 71 P. S. §§ [732-101—732-506](#), the Office of Attorney General ("OAG") has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG, however, in its sole discretion, and under the terms the OAG deems appropriate, may delegate its right of defense of a Claim. If the OAG delegates the defense to the Licensor, the Commonwealth will cooperate with all reasonable requests of the Licensor made in the defense of and/or settlement of a Claim. The Licensor shall not, without the Commonwealth's consent, enter into any settlement agreement which (a) states or implies that the Commonwealth has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the Commonwealth to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires the Commonwealth to make a payment which the Licensor is not obligated by this Agreement to pay on behalf of the Commonwealth. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Licensor that, in the event it requests that the Commonwealth provide support to the Licensor in defending any such Claim, the Licensor shall reimburse the

Commonwealth for all necessary expenses (including attorneys' fees, if such are made necessary by the Licensor's request) incurred by the Commonwealth for such support. The Licensor, at its own expense, shall provide whatever cooperation the OAG requests in the defense of the Claim.

- (b) The Licensor shall exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Licensor certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to prevent claims of infringement on the rights of third parties arising from the Licensed Products provided under this Agreement.
- (c) If the defense of a Claim and the authority to control any potential settlements of a Claim is delegated to the Licensor, the Licensor shall pay all damages and costs finally awarded against the Commonwealth or agreed to by the Licensor in any settlement. If information and assistance are furnished by the Commonwealth at the Licensor's written request, it shall be at the Licensor's sole expense.
- (d) If any Licensed Product furnished hereunder is likely to (in the Licensor's opinion) or does become subject to a claim of infringement of a United States patent, copyright, trade dress or trademark, or for a misappropriation of trade secret, or is held to constitute infringement and the use of the Licensed Product is enjoined, without diminishing the Licensor's obligation to satisfy any final award, the Licensor may, at its option and expense:
 - (i) Replace or substitute functional equivalents for the Licensed Product;
 - (ii) Modify the Licensed Product so that it is no longer infringing;
 - (iii) Re-perform the Services in a non-infringing manner; or
 - (iv) obtain the rights necessary for the Licensor to continue performance under this Agreement or obtain the rights for the Commonwealth to continue the use of the Licensed Product.
- (e) If the use of any Licensed Product is enjoined and the Licensor is unable to provide any remedy set forth in subsection (d) above, the Licensor, upon return of the Licensed Product, shall refund to the Commonwealth:
 - (i) the fee paid for the infringing Licensed Product, less the amount for the period of usage of the Licensed Product; and
 - (ii) the pro-rated portion of any maintenance fees representing the time remaining in any period of services for which payment was made.
- (f) The obligations of the Licensor under this section survive the termination of this Agreement.

- (g) Notwithstanding the above, the Licensor shall have no obligation under this section to the extent a Claim arises from:
 - (i) modification of any Licensed Products provided by the Commonwealth or a third party acting under the direction of the Commonwealth;
 - (ii) any material provided by the Commonwealth to the Licensor and incorporated into, or used to prepare any Licensed Products
 - (iii) use of any Licensed Product after the Licensor recommends discontinuation because of possible or actual infringement and has provided one of the remedies under subsection (e) or subsection (f) above;
 - (iv) use of any Licensed Product in other than the specified operating environment;
 - (v) the combination, operation, or use of the Licensed Products with other products, services, or deliverables not provided by the Licensor as a system or the combination, operation, or use of the Licensed Products, service, or deliverable, with any products, data, or apparatus that the Licensor did not provide;
 - (vi) infringement of a non-Licensed Product alone;
 - (vii) the Commonwealth's use of any Licensed Product beyond the scope contemplated by the Agreement; or
 - (viii) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Licensor at no charge.

7. Virus, Malicious, Mischievous or Destructive Programming.

- (a) The Licensor warrants that the Licensed Products as delivered by the Licensor does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the Licensed Products (each a "Virus"). However, the Licensed Products may contain a key limiting use to the scope and quantity of the license(s) granted, and license keys issued by the Licensor for temporary use are time-sensitive.
- (b) The Licensor shall be liable to the Commonwealth for any damages, costs, fines, remedial measures incurred by the Commonwealth and shall indemnify the Commonwealth against any Third Party claims (in accordance with Section 5, Indemnification) if the Licensor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive

programming into the Licensed Product or the Commonwealth's or Third Party's software, data, systems or computer networks.

8. Limitation of Liability.

- (a) Except as otherwise provided in this Agreement, the Licensor's liability to the Commonwealth under this Agreement shall be limited to the total dollar amount of purchase orders issued for Licensed Products and services covered by this Agreement during the twelve (12)-month period prior to the event giving rise to the damage claim. This limitation does not apply to damages:
 - (i) for bodily injury;
 - (ii) for death;
 - (iii) for gross negligence and willful or unlawful misconduct;
 - (iv) to real property or tangible personal property for which the Licensor is legally liable;
 - (v) under Section 6, [Patent, Copyright, Trade Secret and Trademark Protection](#);
 - (vi) resulting from a breach of the security of a system maintained or managed by the Licensor, including the costs for notification, mitigation and credit monitoring services required due to such breach;
 - (vii) resulting from a breach of confidentiality;
 - (viii) for which the Licensor is responsible pursuant to any indemnification obligations it has under this Agreement; or
 - (ix) under Section 7, [Virus, Malicious, Mischievous or Destructive Programming](#).
- (b) Except with respect to those damages enumerated in subsections 8(a)(i) through (iv), (vii) and (viii) above, the Licensor shall not be liable for consequential, indirect, or incidental damages unless otherwise specified in the Agreement.
- (c) Notwithstanding anything to the contrary set forth herein, the Licensor's aggregate liability to the Commonwealth under this Agreement for the damages enumerated in subsections 8 (viii) and (ix) shall be limited to \$500,000.

9. Payment.

The Commonwealth will make purchase and make payment through a reseller contract or another procurement document, which shall control with regard to payment amounts and provisions.

10. Termination.

- (a) The term of this Agreement shall begin on the Effective Date and shall continue until terminated by the parties. Services under this Agreement shall be provided, and Licensee's right to use the Licensed Products pursuant to any licenses set forth in this Agreement shall only be valid, for so long as there is an Order Form (as defined in the SaaS Exhibit) in effect.
- (b) The Licensor may not terminate for non-payment an order issued through a reseller contract or another procurement document that controls payment.
- (c) In addition to the parties' termination rights provided for in the SaaS Exhibit, which shall also apply to this Agreement, the Commonwealth may terminate this Agreement without cause by giving the Licensor **30 calendar days'** prior written notice ("Notice of Termination") whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth ("Termination for Convenience"). Notwithstanding the foregoing, the Commonwealth agrees that Licensor will not be required to refund any fees paid to Licensor for the Licensed Products or any related services in connection with any such termination for convenience by the Commonwealth.

11. Background Checks.

- (a) Upon prior written request by the Commonwealth, the Licensor must, at its expense, arrange for a background check for each of its employees, as well as for the employees of its subcontractors, who will have access to Commonwealth Confidential Information or Commonwealth facilities, either through on site or remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx>. The background check must be conducted prior to initial access by an IT employee and annually thereafter.
- (b) Before the Commonwealth will permit an employee access to the Commonwealth Confidential Information or Commonwealth facilities, the Licensor must provide written confirmation to the office designated by the applicable Commonwealth Agency that the background check has been conducted. If, at any time, it is discovered that an employee has a criminal record that includes a felony or misdemeanor involving terrorist threats, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility; or which raises concerns about building, system, or personal security, or is otherwise job-related, the Licensor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges

already given to the employee, and shall not permit that employee remote access to Commonwealth facilities, systems or Confidential Information, unless the Commonwealth Agency consents, in writing, prior to the access being provided. The Commonwealth Agency may withhold its consent at its sole discretion. Failure of the Licensor to comply with the terms of this subsection may result in the default of the Licensor under its Agreement with the Commonwealth.

- (c) The Commonwealth specifically reserves the right to conduct background checks over and above that described herein.

12. Confidentiality.

- (a) Definition. "Confidential Information:"

- (i) For the Commonwealth: Information, whether oral or written or via computer disk or electronic media, to which the Licensor is given access, or which is made available by the Commonwealth, whether directly or through a third party, is defined as "Confidential Information." Confidential Information shall include, without limitation, all technology, know-how, processes, software, databases, Trade Secrets (as defined by the Pennsylvania Uniform Trade Secret Act found at 12 Pa. Cons. Stats Secs. 5392 et. seq.), proprietary information, product and business requirements, and information about or from the Commonwealth's vendors or employees whether received before or after the Effective Date of this Agreement. Confidential Information shall also include information and documentation that is not permitted to be disclosed to third parties under local, Commonwealth or federal laws and regulations or pursuant to any policy adopted by the Commonwealth or pursuant to the terms of any third-party agreement to which the Commonwealth is a party. Sensitive information, as define in Section 13 below, shall be a subset of Confidential Information of the Commonwealth, and shall be subject to additional protections as set forth in Section 13 below.

- (ii) For the Licensor: All information identified in writing by the Licensor as confidential or proprietary to the Licensor or its subcontractors.

- (b) Confidential Information. All Confidential Information of or relating to the disclosing party shall be held in confidence by the receiving party to the same extent and in at least the same manner as the receiving party protects its own confidential or proprietary information, using no less than commercially reasonable standards or higher or more stringent standards required by law, including those laws governing Sensitive Information, and those standard specified in this Agreement. The receiving party shall not disclose, publish, release, transfer or otherwise make available any Confidential Information of the disclosing party in any form to, or for the use or benefit of, any person or entity without the disclosing party's consent. Subject to the other provisions of this Agreement, receiving party shall be permitted

to disclose relevant aspects of the disclosing party's Confidential Information to the receiving party's officers, agents, subcontractors and personnel and to the officers, agents, subcontractors and personnel of the receiving party's corporate affiliates or subsidiaries to the extent that such disclosure is reasonably necessary for the performance of the receiving party's duties and obligations under this Agreement; provided, however, that the receiving party shall take all reasonable measures to ensure that Confidential Information of the disclosing party is not disclosed or duplicated in violation of the provisions of this Agreement by such officers, agents, subcontractors and personnel and that the receiving party shall be responsible for any unauthorized disclosure of the Confidential Information by the receiving party's officers, agents, subcontractors or personnel; and further provided, that if the disclosure is by the Commonwealth to another contractor or sub-contractor, such disclosure is subject to a suitable non-disclosure agreement imposing equally or more stringent requirements for data privacy and security. Except for Sensitive Information (which shall be protected in all circumstances), and except to the extent provided otherwise by any applicable law, the obligations of this subsection (b) shall not apply with respect to information that:

- (i) is developed by the other party without violating the disclosing party's proprietary rights;
- (ii) is or becomes publicly known,
- (iii) is disclosed by the owner of such information to a third party free of any obligation of confidentiality;
- (iv) is already known by the receiving party without an obligation of confidentiality other than pursuant to this Agreement or any confidentiality contract entered into before the Effective Date of the Agreement between the Commonwealth and the Licensor; or
- (v) is rightfully received by the receiving party free of any obligation of confidentiality.

(c) Obligations. Each party shall:

- (i) notify the other party promptly of any known unauthorized possession, use or knowledge of the other party's Confidential Information by any person or entity;
- (ii) promptly furnish to the other party full details known by such party relating to the unauthorized possession, use or knowledge thereof and shall use reasonable efforts to assist the other party in investigating or preventing the recurrence of any unauthorized possession, use or knowledge of the other party's Confidential Information;

- (iii) use reasonable efforts to cooperate with the other party in any litigation and investigation against third parties deemed necessary by the other party to protect its proprietary rights; and
 - (iv) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of the other party's Confidential Information.
- (d) Cost of compliance; required disclosure. Each party shall bear the cost it incurs as a result of compliance with this section. The obligations in this section shall not restrict any disclosure by either party pursuant to any applicable law or pursuant to the order of any court or other legal process or government agency of competent jurisdiction (provided that the receiving party shall give prompt notice to the non-disclosing party of such disclosure or order in a timeframe to allow the disclosing party to resist the disclosure or order).
- (e) Submitting Confidential Information to the Commonwealth. The Licensor shall use the following process when submitting information to the Commonwealth that it believes to be confidential and/or proprietary information or trade secrets:
 - (i) prepare an un-redacted version of the appropriate document;
 - (ii) prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret;
 - (iii) prepare a signed written statement that states:
 - (1) the attached document contains confidential or proprietary information or trade secrets;
 - (2) the Licensor is submitting the document in both redacted and un-redacted format in accordance with Section 707(b) of the *Right-to-Know Law*, 65 P.S. § 67.707(b); and
 - (3) the Licensor is requesting that the document be considered exempt under Section 708(b)(11) of the *Right-to-Know Law*, 65 P.S. § 67.708(b)(11) from public records requests; and
 - (iv) submit the **two (2)** documents with the signed written statement to the Commonwealth.
- (f) Confidential Information at termination. Upon expiration or termination of this Agreement, or a purchase order or other procurement document for Licensed Products governed by the terms of this Agreement, and at any other time at the written request of a party, the receiving party must promptly return to the disclosing party all of the disclosing party's Confidential Information and Data (and all copies

of this information) that is in the receiving party's possession or control, regardless of form.

- (g) Not confidential. Additionally, neither this Agreement nor any pricing information related to this Agreement, nor purchase orders issued pursuant to this Agreement, will be deemed confidential.

13. Sensitive Information and Data.

- (a) "Sensitive Information" is a subcategory of Confidential Information of the Commonwealth and shall include, regardless of whether marked or identified by the Commonwealth as confidential:
 - (i) Information related to the design or implementation of the Commonwealth's technology and security infrastructure and architecture, including, but not limited to, Protected Critical Infrastructure Information (PCII) under the Cybersecurity Information Sharing Act (CISA) of 2015;
 - (ii) Information identified as Sensitive Security Information, Protected Information or Privileged Information as defined under ITP-SEC19;
 - (iii) Passwords, encryption keys, and other cyber security control design information;
 - (iv) Consumer and citizen information;
 - (v) Employee information;
 - (vi) Information that is either nonpublic personal information or personally identifiable information, including, without limitation, names, addresses, telephone numbers, fax numbers, electronic mail addresses, web universal resource locators (URLs), Internet Protocol (IP) addresses, vehicle identifiers, account numbers, birthdates, social security numbers, individual likeness or images, fingerprint or biometric data, genetic information, demographic, information contained in, relating to or deriving from medical or personal health records, criminal justice information and records, information relating to drivers licenses or other identification cards, financial and transactional information, tax information and any other information that is deemed to be nonpublic or protected under federal and state law, regulation, order or standard including, but not limited to, the Criminal History Record Information Act, the Family Education Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), Confidentiality of HIV-Related Information Act, the Omnibus Reconciliation Act of 1990, Real ID Act of 2005, Tax Reform Act of 1976 the Internal Revenue Code and IRS Publication 1075, the Affordable Care Act, federal and state notification laws, The Driver's Privacy Protection Act of 1994, Title V of the *Gramm-Leach-Bliley Act*,

Section 628 of the *Fair Credit Reporting Act*, Section 216 of the Fair and Accurate Credit Transactions Act, the *Children's Online Privacy Protection Act*, and any implementing regulations, guidelines and Commonwealth policies adopted under any of these or other related laws; and

- (vii) Payment Card Industry Information (PCI).
- (b) The Licensor understands that its level of access may allow or require it to view or access Sensitive Information and Confidential Information. The Licensor shall hold all Commonwealth Sensitive Information in the strictest of confidence and shall use all protective measures to protect the Sensitive Information as prescribed by law, regulation and/or Commonwealth policies and standards.
- (c) Sensitive Information and Confidential Information may be subject to and governed by specific state and federal laws, regulations and policies that must be followed. If applicable, prior to deployment of the Products or Services, the Licensor may be required to sign off on particular instructions, restrictions and limitations as dictated by the Commonwealth, including, but not limited to, as necessary, HIPAA Business Associate Agreements. The Commonwealth's use of any sign off sheet shall create specificity in the Licensor's obligations with respect to certain Confidential Information, and this Section and the instructions within the sign-off sheet shall not, in any way, diminish the obligations of the Licensor under this Agreement with respect to Confidential Information generally and Sensitive Information specifically. The sign-off sheet shall be signed by at least one authorized signatory for the Licensor and incorporated into this Agreement.
- (d) Data. As used herein, "Data" means (i) all non-public data (including raw ballot data) provided by the Commonwealth to Licensor to enable the provision of the Licensed Products and related services and (ii) the results of any audit conducted by the Commonwealth using the Licensed Products. The Commonwealth shall own all right, title and interest in and to the Data, provided that the Commonwealth hereby grants Licensor a limited, nonexclusive, worldwide, royalty-free, fully paid-up license to use, reproduce and distribute the Data as required for Licensor to perform its obligations or exercise its rights under this Agreement. Notwithstanding anything to the contrary set forth herein, Licensor shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Licensed Products and related systems and technologies(including, without limitation, information concerning Data and data derived therefrom) , and Licensor will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Licensed Products and related services and for other development, diagnostic and corrective purposes in connection with the Licensed Products and other Licensor offerings and (ii) disclose and publish any such data or information that has already been made publicly available by the Commonwealth or that the Commonwealth expressly authorizes Licensor to disclose or publish.

14. Data Breach or Loss.

- (a) Compliance with Laws. The Licensor shall comply with all applicable data protection, data security, data privacy and data breach notification laws, including, but not limited to, the *Breach of Personal Information Notification Act*, Act of December 22, 2005, P.L. 474, No. 94, as amended, 73 P.S. §§ 2301—2329.
- (b) Control of Licensor. For Data and Confidential Information in the possession, custody, and control of the Licensor or its employees, agents, and/or subcontractors:
 - (i) The Licensor shall report unauthorized access, acquisition, use, release, loss, destruction or disclosure of Data or Confidential Information while such Data or Confidential Information is being stored, processed or transmitted by the Licensor (“Incident”) to the Commonwealth within twenty-four (24) hours of when the Licensor knows of or reasonably suspects such Incident, and the Licensor must immediately take all reasonable steps to mitigate any potential harm or further unauthorized access, acquisition, use, release, loss, destruction or disclosure of such Data or Confidential Information.
 - (ii) The Licensor shall provide timely notice to all individuals that may require notice under any applicable law or regulation as a result of an Incident. The notice must be pre-approved by the Commonwealth. At the Commonwealth’s request, and if required by applicable law, the Licensor shall, at its sole expense, provide credit monitoring services to all individuals that may be impacted by any Incident requiring notice.
 - (iii) The Licensor shall be solely responsible for any costs, losses, fines, or damages incurred by the Commonwealth due to Incidents, which shall be reimbursed upon invoice received from the Commonwealth.
 - (iv) The Licensor shall indemnify the Commonwealth against any third party claims arising out of an Incident.
- (c) Security Breach. Licensor agrees that, unless required by applicable law, it shall not inform any third party of any Security Breach without first obtaining the Commonwealth’s prior, written consent, other than to inform a complainant that the matter has been forwarded to the Commonwealth’s legal counsel.
- (d) Diligent Performance and Cooperation. The Licensor shall diligently perform all of the duties required in this Section in cooperation with the Commonwealth.
- (e) The requirements of this section are in addition to and not in lieu of other requirements of this Agreement and its Attachments and Exhibits having to do with data privacy and security, including but not limited to the requirement that the

Licensor comply with Attachment 2, *Requirements for Non-Commonwealth Hosting Applications/Services*, and all applicable Commonwealth Information Technology Policies (ITPs), which can be found at: <http://www.oa.pa.gov/Policies/Pages/itp.aspx>.

15. **Hyperlink Content.** Any terms and conditions contained in any hyperlink content referenced in this Agreement (“Hyperlink Content”) shall not apply to the extent such terms and conditions are expressly prohibited by applicable law. In addition, no financial obligation of the Commonwealth to Licensor shall be affected by any change to information contained in a hyperlink, nor will any additional material obligations be placed on the Commonwealth as a result of any such changes to Hyperlink Content. Terms and conditions in the Hyperlink Content that are materially inconsistent with the Agreement are rejected, unenforceable by the Licensor, and shall not become part of this Agreement unless such terms and conditions are to the benefit of the Commonwealth.
16. **Publicity/Advertisement.** The Licensor must obtain written Commonwealth approval prior to mentioning the Commonwealth or a Commonwealth Agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.
17. **Portability.** The parties agree that a Commonwealth Agency may move a Licensed Product from machine to machine, whether physical or virtual, and to other locations, where those machines and locations are internal to the Commonwealth or to a Commonwealth contractor, as long as such relocation and the use being made of the Licensed Product comports with the license grant and restrictions. Notwithstanding the foregoing, a Commonwealth Agency may move the machine or appliance provided by the Licensor upon which the Licensed Product is installed.
18. **Taxes-Federal, State and Local; Interest.**
 - (a) The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax-free purchases under registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas-guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania sales tax, local sales tax, public transportation assistance taxes, and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this section is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

- (b) The only interest the Commonwealth is authorized to pay is in accordance with Act of December 13, 1982, P.L. 1155, No. 266, as amended, [72 P. S. § 1507](#), (relating to Interest Penalties on Commonwealth Accounts) and accompanying regulations [4 Pa. Code §§ 2.31—2.40](#) (relating to Interest Penalties for Late Payments).

19. Commonwealth Audit Responsibilities.

- (a) The Commonwealth shall maintain, and promptly provide to the Licensor upon request, accurate records regarding use of the Licensed Products by or for the Commonwealth. If the Commonwealth becomes aware of any unauthorized use of all or any part of the Licensed Products, the Commonwealth shall notify the Licensor promptly, providing reasonable details. The limit of the Commonwealth's responsibility for use of the Licensed Products by more individuals than are permitted by the licensing terms applicable to the Licensed Products shall be to purchase additional licenses and Maintenance and Support (if applicable) for such Licensed Products through a reseller contract or another procurement document.
- (b) The Commonwealth shall perform a self-audit upon the request of the Licensor, which request may not occur more often than annually, and report any change in user count (hereinafter "True up number"). The Commonwealth shall notify the Licensor of the True up number no later than **45 calendar days** after the request that the Commonwealth perform a self-audit. If the user count has increased, the Commonwealth shall make an additional purchase of the Licensed Products through a reseller contract or another procurement document, which is equivalent to the additional users. This section sets out the sole software license audit right under this Agreement.

20. *Right-to-Know Law.* The Pennsylvania [Right-to-Know Law](#), Act of February 14, 2008, P.L. 6, No. 3, 65 P.S. §§ [67.101—3104](#) ("RTKL"), applies to this Agreement.

21. *Third-Party Software.* If a Licensed Product utilizes or includes third party software and other copyrighted material (except for any Open Source Components (as defined in the SaaS Exhibit)), any additional licensing terms, acknowledgements or disclaimers associated with the third-party software and materials shall not be applicable to the Commonwealth unless agreed to in writing. The parties agree that the Commonwealth, by acknowledging third-party software, does not agree to any terms and conditions of the third-party software agreements, except that the Commonwealth agrees to be bound by the applicable licenses for any Open Source Components as set forth in Section 3.4 of the SaaS Exhibit.

22. *Attorneys' Fees.* The Commonwealth is not responsible for and shall not pay attorneys' fees incurred by or paid by the Licensor.

23. *Controversies.*

- (a) Pursuant to Section 1712.1 of the [Commonwealth Procurement Code](#), 62 Pa. C.S. § 1712.1, in the event of a claim arising from the Agreement or a purchase order, the Licenser, within **six (6) months** after the claim accrues, must file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Licenser asserts a controversy exists. If the Licenser fails to file a claim or files an untimely claim, the Licenser is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within **60 days** thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program, <http://www.ogc.pa.gov/Services%20to%20Agencies/Mediation%20Procedures/Pages/default.aspx>.
- (b) If the Licenser or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required **120 days** after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within **120 days** of the receipt of the claim, unless extended by consent of the contracting officer and the Licenser. The contracting officer shall send his/her written determination to the Licenser. If the contracting officer fails to issue a final determination within the **120 days** (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- (c) Within **15 days** of the mailing date of the determination denying a claim or within **135 days** of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Licenser may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Licenser shall proceed diligently with the performance of the Agreement or purchase order in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Licenser pursuant to the terms of the Agreement, purchase order or other procurement document.

24. Insurance.

- (a) The Licenser shall maintain at its expense the following types and amounts of insurance issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth:
 - (i) Workers' Compensation Insurance for all of the employees engaged in performing Services in accordance with the [Worker's Compensation Act](#), the Act of June 2, 1915, P.L. 736, No. 338, reenacted and amended June 21, 1939, P.L. 520, No. 281, as amended, 77 P.S. §§ 101—2708.

- (ii) Commercial general liability insurance providing coverage from claims for damages for personal injury, death (including bodily injury), sickness or disease, accidental death and damage to and property of others, including loss of use resulting from any property damage which may arise from the Licensor's operations under this Agreement, whether such operation be by the Licensor or by anyone directly or indirectly employed by Licensor. The limits of such insurance shall be in an amount not less than \$500,000 per person and \$2,000,000 per occurrence, personal injury and property damage combined. Such policies shall be occurrence based rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured, as its interests may appear. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the Commonwealth as an additional insured against the insurance coverages in regard to the Services performed for or supplies provided to the Commonwealth.
 - (iii) Professional and Technology-Based Services Liability/Information Security and Privacy/Errors and Omissions Insurance (insuring against damages and claim expenses as a result of claims arising from any actual or alleged wrongful acts in performing cyber and technology activities) in the amount of \$2,000,000, per accident/occurrence/annual aggregate.
- (b) Certificate of Insurance. Prior to providing Licensed Products under this Agreement, and annually thereafter, the Licensor shall provide the Commonwealth with a copy of each current certificate of insurance required by this section. Licensor agrees that coverages afforded under the policies will not be canceled or changed in such a way to cause the coverage to fail to comply with the requirements of this section until at least **15 days'** prior written notice has been received by the Commonwealth from Licensor. Such cancellation or change shall not relieve the Licensor of its continuing obligation to maintain insurance coverage in accordance with this section.
- (c) Insurance coverage length. The Licensor shall maintain such insurance for the life of any applicable purchase order issued pursuant to the Agreement.

25. Signatures.

- (a) The parties agree that: (1) a record or signature may not be denied legal effect or enforceability solely because it is in electronic form; (2) a contract may not be denied legal effect or enforceability solely because an electronic record was used in its formation; (3) if a law requires a record to be in writing, an electronic record satisfies the law; and (4) if law requires a signature, an electronic signature satisfies the law.
- (b) The fully executed Agreement may not contain ink signatures by the Commonwealth. If this Agreement does not contain ink signatures by the

Commonwealth, the Licensor understands and agrees that the receipt of an electronically-printed Agreement with the printed name of the Commonwealth purchasing agent constitutes a valid, binding contract with the Commonwealth. The printed name of the purchasing agent represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in this Agreement. The printed name also indicates that all approvals required by Commonwealth contracting procedures have been obtained.

26. **Travel.** The Licensor shall not be allowed or paid travel or per diem expenses except as specifically set forth in this Agreement or Statement of Work. If not otherwise specified in the Agreement or Statement of Work, travel and related expenses shall be reimbursed in accordance with [Management Directive 230.10 Amended](#), [Commonwealth Travel Policy](#), and [Manual 230.1](#), [Commonwealth Travel Procedures Manual](#).
27. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes and integrates all prior discussions, agreements and understandings pertaining thereto. No modification of this Agreement will be effective unless in writing and signed by both Parties.
28. **Notice.** Any written notice to either party under this Agreement shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address such party may designate by notice given pursuant to this section.
29. **Survival.** The termination or expiration of this Agreement will not affect any provisions of this Agreement which by their nature survive termination or expiration, including the provisions that deal with the following subject matters: definitions, confidentiality, term and termination, effect of termination, intellectual property, license compliance, limitation of liability, indemnification and privacy.
30. **Waiver.** Failure to enforce any provision will not constitute a waiver.
31. **Severability.** If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.
32. **Nonexclusive Remedy.** Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.
33. **Integration.** This Agreement, including all exhibits and referenced documents, and any Purchase Orders referencing this Agreement, constitutes the entire agreement between the parties. No agent, representative, employee or officer of the Commonwealth or of Licensor has authority to make any statement, agreement, or representation, oral or written, in connection with this Agreement, which in any way can be deemed to modify, add to, or

detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Agreement. No modifications, alterations, changes, or waiver to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment executed by the parties.

- 34. Intellectual Property Ownership.** Licensor shall own and retain all right, title and interest in and to (i) the Licensed Products, any related documentation, and all improvements, enhancements or modifications thereto (including those incorporating or based on suggestions made by the Commonwealth); (ii) all Deliverables (as defined in the SaaS Exhibit); (iii) anything it uses or develops in connection with performing Professional Services (as defined in the SaaS Exhibit) for the Commonwealth, including, among other things, software, tools, specifications, ideas, concepts, inventions, processes, techniques, and know-how; and (iv) all intellectual property rights related to any of the foregoing. No rights or licenses are granted except as expressly set forth in the Agreement.

The parties to this Agreement have executed it, through their respective duly authorized representatives.

Witness:

Virginia M. Vander Roest 05 / 20 / 2020

Signature Date

Virginia VanderRoes

Printed Name

Election Manager

Title

Licensors:

Matt Pasternack 05 / 20 / 2020

Signature Date

Matt Pasternack

Printed Name

President

Title

If a corporation, the Chairman, President, Vice-President, Senior Vice-President, Executive Vice-President, Assistant Vice-President, Chief Executive Officer or Chief Operating Officer must sign; if a sole proprietor, then the owner must sign; if a general or limited partnership, a general partner must sign; if a limited liability company, then a member must sign, unless it is managed by a manager, then the manager must sign; otherwise a resolution indicating authority to bind the corporation must be attached to this Agreement.

**COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF ADMINISTRATION**

Electronically Signed

See Section 25

Agency Head or Designee

APPROVED AS TO FORM AND LEGALITY:

Electronically Signed

See Section 25

Office of Chief Counsel

Electronically Signed

See Section 25

Office of General Counsel

Electronically Signed

See Section 25

Office of Attorney General

APPROVED:

Electronically Signed

See Section 25

Comptroller

ATTACHMENT 1

LIST OF LICENSED PRODUCTS

With the consent of the Commonwealth, additional Licensed Products may be added to this attachment by Licensor providing the Commonwealth with a new copy of this Attachment 1.

Licensed Products:

The Licensed Products include Arlo, software that provides multi-jurisdiction support for statistically valid audits of vote tabulation processes.

ATTACHMENT 2

Requirements for Non-Commonwealth Hosted Applications/Services

The purpose of this Attachment is to define requirements for technology solutions procured by the Commonwealth that are not hosted within Commonwealth infrastructure.

A. Hosting Requirements

1. The Licensor or its subcontractor shall supply all hosting equipment (hardware and software) required for the cloud services and performance of the software and services set forth in the Quote and Statement of Work.
2. The Licensor shall provide secure access to applicable levels of users via the internet.
3. The Licensor shall use commercially reasonable resources and efforts to maintain adequate internet connection bandwidth and server capacity.
4. The Licensor or its subcontractors shall maintain all hosting equipment (hardware and software) and replace as necessary to maintain compliance with the Service Level Agreements.
5. The Licensor shall monitor, prevent and deter unauthorized system access. Any and all known attempts must be reported to the Commonwealth within **two (2) business days**. In the event of any impermissible disclosure unauthorized loss or destruction of Confidential Information, the receiving Party must immediately notify the disclosing Party and take all reasonable steps to mitigate any potential harm or further disclosure of such Confidential Information. In addition, pertaining to the unauthorized access, use, release, or disclosure of data, the Licensor shall comply with state and federal data breach notification statutes and regulations, and shall report security incidents to the Commonwealth within **one (1) hour** of when the Licensor has reasonable confirmation of such unauthorized access, use, release, or disclosure of data.
6. The Licensor or the Licensor's subcontractor shall allow the Commonwealth or its delegate, at times chosen by the Commonwealth, and within at least **three (3) business days'** notice, to review the hosted system's data center locations and security architecture.
7. The Licensor's employees or subcontractors, who are directly responsible for day-to-day monitoring and maintenance of the hosted system, shall have industry standard certifications applicable to the environment and system architecture used.
8. The Licensor or the Licensor's subcontractor shall locate servers in a climate-controlled environment. The Licensor or the Licensor's contractor shall house all servers and equipment in an operational environment that meets industry standards

including climate control, fire and security hazard detection, electrical needs, and physical security.

9. The Licensor shall examine applicable system and error logs daily to minimize and predict system problems and initiate appropriate action.
10. The Licensor shall completely test and apply patches for all third-party software products in the server environment before release.
11. The Licensor shall provide all Commonwealth data to the Commonwealth, upon request, in a form acceptable to the Commonwealth, at no cost to the Commonwealth.

B. SOC Reporting Requirements:

1. Subject to this section and unless otherwise agreed to in writing by the Commonwealth, the Licensor shall, and shall require its subcontractors to, engage, on an annual basis, a CPA certified third-party auditing firm to conduct the following, as applicable:
 - (i) a SOC 1 Type II report with respect to controls used by the Licensor relevant to internal and external procedures and systems that process Commonwealth financial transactions;
 - (ii) a SOC 2 Type II report with respect to controls used by the Licensor relevant to internal and external procedures and systems that access, process, host or contain Commonwealth Data designated as sensitive security or protected information as defined in ITP-SEC019 Policy and Procedure for Protecting Commonwealth Electronic Data; and
 - (iii) a SOC for Cybersecurity report with respect to controls used by the Licensor setting forth the description and effectiveness of Licensor's cybersecurity risk management program and the policies, processes and controls enacted to achieve each cybersecurity objective.

Unless otherwise agreed to in writing by the Commonwealth, SOC Reports shall be provided upon contract execution and annually thereafter. While it is preferable that SOC Reports coincide with Pennsylvania's fiscal year (July 1 through June 30), SOC Reports, at the very least, must cover at least 6 consecutive months of Pennsylvania's fiscal year.

2. SOC 2 Type II reports shall address the following:
 - (i) Security of Information and Systems;
 - (ii) Availability of Information and Systems;
 - (iii) Processing Integrity;
 - (iv) Confidentiality;
 - (v) Privacy; and

- (vi) if applicable, compliance with the laws, regulations standards or policies designed to protect the information identified in ITP-SEC019 or other information identified as protected or Confidential by this Contract or under law.
 - 3. At the request of the Commonwealth, the Licenser shall complete an additional SOC for Cybersecurity audits in the event:
 - (i) repeated non-conformities are identified in any SOC report required by subsection 1; or
 - (ii) if the Licenser's business model changes (such as a merger, acquisition, or change sub-contractors, etc.);
- The Licenser shall provide to the Commonwealth a report of the SOC for Cybersecurity audit findings within 60 days of its completion.
- 4. The Commonwealth may specify other or additional standards, certifications or audits it requires under any Purchase Orders or within an ITP.
 - 5. The Licenser shall adhere to SSAE 18 audit standards. The Licenser acknowledges that the SSAE guidance may be updated during the Term of this Contract, and the Licenser shall comply with such updates which shall be reflected in the next annual report.
 - 6. In the event an audit reveals any non-conformity to SSAE standards, the Licenser shall provide the Commonwealth, within 45 calendar days of the issuance of the SOC report, a documented corrective action plan that addresses each non-conformity. The corrective action plan shall provide, in detail:
 - (i) clear responsibilities of the personnel designated to resolve the non-conformity;
 - (ii) the remedial action to be taken by the Licenser or its subcontractor(s);
 - (iii) the dates when each remedial action is to be implemented; and
 - (iv) a summary of potential risks or impacts to the Commonwealth that are associated with the non-conformity(ies).
 - 7. The Commonwealth may in its sole discretion agree, in writing, to accept alternative and equivalent reports or certifications in lieu of a SOC report.

C. Security Requirements

- 1. The Licenser shall conduct a third-party independent security/vulnerability assessment at its own expense on an annual basis.

2. The Licensor shall comply with the Commonwealth's directions/resolutions to remediate the results of the security/vulnerability assessment to align with the standards of the Commonwealth.
3. The Licensor shall use industry best practices to protect access to the system with a firewall and firewall rules to prevent access by non-authorized users and block all improper and unauthorized access attempts.
4. The Licensor shall use industry best practices to provide applicable system intrusion detection and prevention in order to detect intrusions in a timely manner.
5. The Licensor shall use industry best practices to provide applicable malware and virus protection on all servers and network components.
6. The Licensor shall limit access to Commonwealth-specific systems and services and provide access only to those staff, located in the United States, that must have access to provide services proposed.
7. The Licensor shall provide the Services, using security technologies and techniques in accordance with industry best practices and the Commonwealth's ITPs set forth in Attachment 2-A, including those relating to the prevention and detection of intrusions, and any other inappropriate use or access of systems and networks.

D. Data Storage

1. The Licensor shall store all Commonwealth data in the United States.
2. The Licensor shall use industry best practices to update and patch all applicable systems and third-party software security configurations to reduce security risk. The Licensor shall protect their operational systems with applicable anti-virus, host intrusion protection, incident response monitoring and reporting, network firewalls, application firewalls, and employ system and application patch management to protect its network and customer data from unauthorized disclosure.
3. The Licensor shall be solely responsible for applicable data storage required.
4. The Licensor shall encrypt all Commonwealth data in transit and at rest.
5. The Licensor shall take all commercially viable and applicable measures to protect the data including, but not limited to, the backup of the servers on a daily basis in accordance with industry best practices and encryption techniques.
6. The Licensor shall have appropriate controls in place to protect critical or sensitive data and shall employ stringent policies, procedures, to protect that data particularly in instances where such critical or sensitive data may be stored on a Licensor-controlled or Licensor-owned electronic device.

7. The Licensor shall utilize a secured backup solution to prevent loss of data, back up all data every day and store backup media. Stored backup media must be kept in an all-hazards protective storage safe at the worksite and when taken offsite. All back up data and media shall be encrypted.

E. Adherence to Policy

1. Licensor support and problem resolution solution shall provide a means to classify problems as to criticality and impact and with appropriate resolution procedures and escalation process for classification of each problem.
2. Licensor shall abide by the applicable Commonwealth's Information Technology Policies (ITPs), a list of the most relevant being attached hereto as Attachment 2-A.
3. Licensor shall comply with all pertinent federal and state privacy regulations.

F. Closeout

When the purchase order's or other procurement document's term expires or terminates, and a new purchase order or other procurement document has not been issued by a Commonwealth Agency to the Commonwealth Software Reseller within **sixty (60) days** of expiration or termination, or at any other time at the written request of the Commonwealth, the Licensor must promptly return to the Commonwealth all Commonwealth's data (and all copies of this information) that is in the Licensor's possession or control. The Commonwealth's data shall be returned in a format agreed to by the Commonwealth.

ATTACHMENT 2-A

Information Technology Policies (ITPs) for Outsourced/Licensor(s)-hosted Solutions

ITP Number - Name	Policy Link
ITP_ACC001- Accessibility Policy	http://www.oa.pa.gov/Policies/Documents/itp_acc001.pdf
ITP_APP030- Active Directory Architecture	http://www.oa.pa.gov/Policies/Documents/itp_app030.pdf
ITP_BUS007- Enterprise Service Catalog	http://www.oa.pa.gov/Policies/Documents/itp_bus007.pdf
ITP_BUS010-Business Process Management Policy	http://www.oa.pa.gov/Policies/Documents/itp_bus010.pdf
ITP_BUS011-Commonwealth Cloud Computing Services Requirements	https://www.oa.pa.gov/Policies/Documents/itp_bus011.pdf
ITP_BUS012-Artificial Intelligence General Policy	https://www.oa.pa.gov/Policies/Documents/itp_bus012.pdf
ITP_INF000- Enterprise Data and Information Management Policy	http://www.oa.pa.gov/Policies/Documents/itp_inf000.pdf
ITP_INF001- Database Management Systems	http://www.oa.pa.gov/Policies/Documents/itp_inf001.pdf
ITP_INF006- Commonwealth County Code Standard	http://www.oa.pa.gov/Policies/Documents/itp_inf006.pdf
ITP_INF009- e-Discovery Technology Standard	http://www.oa.pa.gov/Policies/Documents/itp_inf009.pdf
ITP_INF010- Business Intelligence Policy	http://www.oa.pa.gov/Policies/Documents/itp_inf010.pdf
ITP_INF011- Reporting Policy	http://www.oa.pa.gov/Policies/Documents/itp_inf011.pdf
ITP_INF012- Dashboard Policy	http://www.oa.pa.gov/Policies/Documents/itp_inf012.pdf
ITP_INFRM001- The Life Cycle of Records: General Policy Statement	http://www.oa.pa.gov/Policies/Documents/itp_infrm001.pdf
ITP_INFRM004- Management of Web Records	http://www.oa.pa.gov/Policies/Documents/itp_infrm004.pdf
ITP_INFRM005- System Design Review of Electronic Systems	http://www.oa.pa.gov/Policies/Documents/itp_infrm005.pdf
ITP_INFRM006- Electronic Document Management Systems	http://www.oa.pa.gov/Policies/Documents/itp_infrm006.pdf
ITP_INT_B_1- Electronic Commerce Formats and Standards	http://www.oa.pa.gov/Policies/Documents/itp_int_b_1.pdf
ITP_INT_B_2- Electronic Commerce Interface Guidelines	http://www.oa.pa.gov/Policies/Documents/itp_int_b_2.pdf
ITP_INT006- Business Engine Rules	http://www.oa.pa.gov/Policies/Documents/itp_int006.pdf
ITP_NET004- Internet Protocol Address Standards	http://www.oa.pa.gov/Policies/Documents/itp_net004.pdf
ITP_NET005- Commonwealth External and Internal Domain Name Services (DNS)	http://www.oa.pa.gov/Policies/Documents/itp_net005.pdf
ITP_PRV001- Commonwealth of Pennsylvania Electronic Information Privacy Policy	http://www.oa.pa.gov/Policies/Documents/itp_prv001.pdf
ITP_SEC000 - Information Security Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec000.pdf
ITP_SEC002- Internet Accessible Proxy Servers and Services	http://www.oa.pa.gov/Policies/Documents/itp_sec002.pdf
ITP_SEC003- Enterprise Security Auditing and Monitoring	http://www.oa.pa.gov/Policies/Documents/itp_sec003.pdf
ITP_SEC004- Enterprise Web Application Firewall	http://www.oa.pa.gov/Policies/Documents/itp_sec004.pdf
ITP_SEC006- Commonwealth of Pennsylvania Electronic Signature Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec006.pdf
ITP_SEC007- Minimum Standards for IDs, Passwords and Multi-Factor Authentication	http://www.oa.pa.gov/Policies/Documents/itp_sec007.pdf
ITP_SEC008- Enterprise E-mail Encryption	http://www.oa.pa.gov/Policies/Documents/itp_sec008.pdf

*Information Technology Policies (ITPs) for
Outsourced/Licensor(s)-hosted Solutions*

ITP Number - Name	Policy Link
ITP_SEC009- Minimum Contractor Background Checks Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec009.pdf
ITP_SEC010- Virtual Private Network Standards	http://www.oa.pa.gov/Policies/Documents/itp_sec010.pdf
ITP_SEC011- Enterprise Policy and Software Standards for Agency Firewalls	http://www.oa.pa.gov/Policies/Documents/itp_sec011.pdf
ITP_SEC013- Identity Protection and Access Management (IPAM) Architectural Standard and Identity Management Services	http://www.oa.pa.gov/Policies/Documents/itp_sec013.pdf
ITP_SEC015- Data Cleansing	http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf
ITP_SEC017- Copa Policy for Credit Card Use for e-Government	http://www.oa.pa.gov/Policies/Documents/itp_sec017.pdf
ITP_SEC019- Policy and Procedures for Protecting Commonwealth Electronic Data	http://www.oa.pa.gov/Policies/Documents/itp_sec019.pdf
ITP_SEC020- Encryption Standards for Data at Rest	http://www.oa.pa.gov/Policies/Documents/itp_sec020.pdf
ITP_SEC021- Security Information and Event Management Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec021.pdf
ITP_SEC023- Information Technology Security Assessment and Testing Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec023.pdf
ITP_SEC024- IT Security Incident Reporting Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec024.pdf
ITP_SEC025- Proper Use and Disclosure of Personally Identifiable Information (PII)	http://www.oa.pa.gov/Policies/Documents/itp_sec025.pdf
ITP_SEC029- Physical Security Policy for IT Resources	http://www.oa.pa.gov/Policies/Documents/itp_sec029.pdf
ITP_SEC031- Encryption Standards for Data in Transit	http://www.oa.pa.gov/Policies/Documents/itp_sec031.pdf
ITP_SEC032- Enterprise Data Loss Prevention (DLP) Compliance Standards	http://www.oa.pa.gov/Policies/Documents/itp_sec032.pdf
ITP_SEC034- Enterprise Firewall Rule Set	http://www.oa.pa.gov/Policies/Documents/itp_sec034.pdf
ITP_SEC037- Identity Proofing of Online Users	http://www.oa.pa.gov/Policies/Documents/itp_sec037.pdf
ITP_SEC038- Commonwealth Data Center Privileged User IAM Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec038.pdf
ITP_SFT000- Software Development Life Cycle (SDLC) Policy	http://www.oa.pa.gov/Policies/Documents/itp_sft000.pdf
ITP_SFT001 Software Licensing	http://www.oa.pa.gov/Policies/Documents/itp_sft001.pdf
ITP_SFT002 Commonwealth of PA Website Standards	http://www.oa.pa.gov/Policies/Documents/itp_sft002.pdf
ITP_SFT003- Geospatial Enterprise Service Architecture	http://www.oa.pa.gov/Policies/Documents/itp_sft003.pdf
ITP_SFT004 Geospatial Information Systems (GIS)	http://www.oa.pa.gov/Policies/Documents/itp_sft004.pdf
ITP_SFT005- Managed File Transfer (MFT)	http://www.oa.pa.gov/Policies/Documents/itp_sft005.pdf
ITP_SFT007- Office Productivity Policy	http://www.oa.pa.gov/Policies/Documents/itp_sft007.pdf
ITP_SFT008- Enterprise Resource Planning (ERP) Management	http://www.oa.pa.gov/Policies/Documents/itp_sft008.pdf
ITP_SFT009- Application Development	http://www.oa.pa.gov/Policies/Documents/itp_sft009.pdf
ITP_SYM003- Off-Site Storage for Commonwealth Agencies	http://www.oa.pa.gov/Policies/Documents/itp_sym003.pdf
ITP_SYM004- Policy for Establishing Alternate Processing Sites for Commonwealth Agencies	http://www.oa.pa.gov/Policies/Documents/itp_sym004.pdf
ITP_SYM006- Commonwealth IT Resources Patching Policy	http://www.oa.pa.gov/Policies/Documents/itp_sym006.pdf
ITP_SYM008- Server Virtualization Policy	http://www.oa.pa.gov/Policies/Documents/itp_sym008.pdf
ITP_SYM010- Enterprise Services Maintenance Scheduling	http://www.oa.pa.gov/Policies/Documents/itp_sym010.pdf

Exhibit A: Pennsylvania Arlo SaaS Services Agreement

Exhibit A
SAAS SERVICES AGREEMENT

This SaaS Services Agreement is hereby incorporated into and made a part of the Software/Services License Requirements Agreement (jointly referred to herein as “*Agreement*”) between VotingWorks, with a place of business at 135 Main St, Floor 20, San Francisco, CA 94105 (“*VotingWorks*”), and the Commonwealth of Pennsylvania, Governor’s Office of Administration (“*Customer*”). This Agreement governs Customer’s use of, and VotingWorks’ provision of, the technology and hosting services described in each Order Form (as defined below) (collectively, the “*Services*”) and related Support (as defined below) and Professional Services (as defined below). The parties hereby agree as follows:

1. DEFINITIONS.

The following capitalized terms shall have the following meanings when used herein:

1.1 “*Deliverables*” means anything VotingWorks delivers to Customer during the course of performing Professional Services.

1.2 “*Harmful Code*” means any software, hardware or other technology, device or means, including any virus, worm, malware or other malicious computer code, the purpose of which is to: (i) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any: (a) computer, software, firmware, hardware, system or network, or (b) any application or function of any of the foregoing or the security, integrity, confidentiality or use of any data processed thereby, or (ii) prevent Customer from accessing or using the Services as intended by this Agreement. Harmful Code does not include any means that VotingWorks uses to disable access to the Services automatically or with the passage of time.

1.3 “*Losses*” means all damages, liabilities, costs, expenses, and losses incurred by a party.

1.4 “*Open Source Component*” means any software component that is subject to any open-source copyright license agreement, including any GNU General Public License or GNU Library or Lesser Public License, or other obligation, restriction or license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled.

1.5 “*Order Form*” means a mutually agreed upon ordering document detailing the Services and Professional Services (if any) to be provided by VotingWorks, the Fees (as defined below) associated therewith, and any other transaction-specific terms and conditions. The Order Form(s) will be governed by the terms and conditions hereof and are deemed incorporated herein by this reference.

1.6 “*User*” means an employee, representative, consultant, contractor or agent of Customer who is authorized to use the Services on Customer’s behalf.

2. SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 The Services. Subject to the terms of this Agreement, VotingWorks will use commercially reasonable efforts to provide Customer the Services. VotingWorks reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to maintain or enhance the Services’ quality, cost efficiency or performance or to comply with applicable laws, rules and regulations; provided, however, that VotingWorks will provide Customer with thirty (30) days prior written notice of any such changes that will materially and adversely effect the overall performance, functionality features or availability of the Services.

2.2 Support. Subject to the terms hereof and the Customer’s timely payment of the Fees, VotingWorks will use commercially reasonable efforts to provide Customer with reasonable technical support services via e-mail and phone during VotingWorks’ normal business hours (collectively, “*Support*”).

2.3 Professional Services. Customer and VotingWorks may agree in an Order Form on training, implementation or other professional services to be performed by VotingWorks (the “*Professional Services*”). The fees and any agreed on specifications and schedules for the Professional Services will be set forth in the applicable Order Form.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Restrictions. Customer will not (and will ensure that its Users do not), directly or indirectly (i) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Services or any part thereof to any third party, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; (ii) bypass or breach any security device or protection used by the Services; (iii) input, upload, transmit or otherwise provide to or through the Services, any information or materials that are unlawful or injurious, or contain, transmit or activate any Harmful Code; (iv) remove, delete, alter or obscure any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Services or any Deliverables; (v) access or use the Services in any manner that violates any applicable law; (vi) permit any third party to do any of the foregoing.

3.2 Export Controls. Customer understands that the Services are subject to United States export controls administered by the U.S. Department of Commerce and the United States Department of Treasury Office of Foreign Assets Control. Customer acknowledges and agrees that the Services shall not be used, transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, “*Embargoed Countries*”), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Entity List, Denied Persons List, or Unverified List, or the U.S. Department of State's Nonproliferation Sanctions list (collectively, “*Designated Nationals*”). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Services, Customer represents and warrants that Customer is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. Customer agrees to comply strictly with all U.S. export laws and assume sole responsibility for obtaining United States government export licenses to export or re-export as may be required for Customer's use of the Services.

3.3 Equipment. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “*Equipment*”). Customer shall also be responsible for maintaining the security of the Equipment, Customer's account, passwords (including but not limited to administrative and User passwords) and files, and for all uses of Customer's account or the Equipment with or without Customer's knowledge or consent.

3.4 Open Source Components. The Services contain Open Source Components and any use of the Services by Customer shall therefore be governed by and subject to the terms and conditions governing such Open Source Components. Customer can obtain, free of cost, a copy of the source code for such Open Source Components at <https://github.com/votingworks/ar10>.

3.5 Registration and Users. As part of the registration process, Customer will identify administrative user names and passwords for Customer's administrative accounts. Customer shall be responsible for its Users' behavior under this Agreement and liable for any breach of this Agreement by such Users.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS – Covered by Section 12 of Agreement.

5. PAYMENT OF FEES – Covered by Section 9 of the Agreement.

6. TERM AND TERMINATION

6.1 Term. Each Order Form shall begin on the Order Effective Date (as defined therein), shall continue for the Initial Service Term specified in the Order Form (the “*Subscription Term*”). Ninety (90) days prior to the end of the Subscription Term, the parties shall enter into discussions regarding extending the Subscription Term. Notwithstanding the foregoing, portion of Order Forms that Customer uses to order Professional Services will not automatically renew.

6.2 Either party may terminate this Agreement (in whole or in part (i.e., as to any specific Order Form)) immediately upon written notice if (i) the other party materially breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach from the non-breaching party or (ii) upon the occurrence of any one of the following events: (a) any voluntary or involuntary filing in bankruptcy, reorganization or receivership or under similar laws for the protection of creditors, by or directed against the other party, which is not withdrawn within thirty (30) days of such filing, (b) any assignment by the other party for the benefit of creditors, or (c) any liquidation or dissolution of the other party or if the other party ceases to do business in the normal course. Upon any termination, VotingWorks will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter VotingWorks shall delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive

termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

7. WARRANTIES AND DISCLAIMER

VotingWorks shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform any Professional Services in a professional and workmanlike manner. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by VotingWorks or by third-party providers, or because of other causes beyond VotingWorks' reasonable control, but VotingWorks shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, VOTINGWORKS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, THE SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND VOTINGWORKS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

8. INDEMNITY – Covered by Sections 5 and 6 of the Agreement.

8.1

9. LIMITATION OF LIABILITY – Covered by Section 8 of the Agreement.

10. PUBLICITY -Covered by Section 16 of the Agreement.

11. DATA AND SECURITY PRACTICES.

VotingWorks is not involved in the collection, processing or retention of any personally identifiable information from Customer, except for contact information or other personally identifiable information that is provided by Customer's personnel to VotingWorks in connection with (i) obtaining Support or Professional Services, (ii) creating an account with VotingWorks or (iii) invoicing (the "*Limited PII*"). VotingWorks will maintain reasonable administrative, technical, and physical safeguards to protect Customer's Confidential Information and the Limited PII. VotingWorks will, on an ongoing basis, ensure that its information security program and safeguards are designed, maintained, updated and adjusted, as necessary, to protect against reasonably foreseeable internal and external risks to the security, confidentiality and integrity of Customer's Confidential and the Limited PII.

12. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with VotingWorks' prior written consent. VotingWorks may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind VotingWorks in any respect whatsoever. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. NEITHER THE UNITED NATIONS CONVENTION OF CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS NOR THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT WILL APPLY TO THIS AGREEMENT.

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Exhibit B: TLP-Policy

Policy on Election System Security Measures

Version: 1.1

Date: April 23, 2019

By Direction of:



**Kathy Boockvar,
Acting Secretary of the Commonwealth**

1. Purpose

This policy establishes Department of State (DOS) policy regarding the identification, marking, handling, storage and protection of Election Infrastructure (EI) Information, or EII, which is defined in section 4.

2. Scope

This policy applies to all DOS employees, contractors, consultants, and others to whom access to information covered by this policy is granted.

3. Background and Introduction

The U.S. Department of Homeland Security (DHS) designated Election Infrastructure as part of the nation's critical infrastructure and a subsector within the Government Facilities sector in January 2017. This designation requires all DOS employees to manage and protect all election information in a way that ensures the best security. As part of this approach, DOS is establishing a traffic light protocol (TLP), similar to DHS and other federal agencies, for the marking, handling and storage of all EII. TLP is a set of requirements, captured in four color-coded designation, to ensure sensitive information is shared with appropriate stakeholders. The protocol outlined below includes requirements for the marking of information, the physical securing of information in the workplace, and if, how, and when information may be shared with others.

4. Definitions

- a. **Election Infrastructure (EI)** includes but is not limited to the following items: voter registration databases and associated information technology (IT) systems; IT infrastructure and systems used to manage elections (such as the counting, auditing and displaying of election results, post-election reporting to certify and validate results); any non-public data included in any of the above; Electronic Voting Systems, as defined in the Pennsylvania Election Code, section 1101-A (25 P.S. § 3031.1), and related equipment; storage facilities for election and Electronic Voting Systems; information on polling places that could create vulnerabilities; all cyber security factors relating to the above, and any other information that could create risk or harm for the electoral process.
- b. **Election Infrastructure Information (EII, or EI Information)** is information or data of any type, that describes, discusses or contains details concerning Election Infrastructure, or EI.
- c. **Need to Know** is the restriction of information to those persons who have a specific need for that information to undertake and complete their job related to protecting Election Infrastructure, or EI. This concept also is based upon the idea that distribution of the marked information is limited. The purpose

of this restriction is to make it difficult for unauthorized access to be given to the restricted information, while still allowing access that is necessary.





- d. **Traffic Light Protocol (TLP)** is a recognized method to designate the handling, sharing and use of EI information. This system requires persons creating information, including emails, letters, other documents, manuals, software, and related items, to mark the information in one of four ways: **TLP:RED** ; **TLP:AMBER** ; **TLP:GREEN** ; or **TLP:WHITE** . In summary, information designated as TLP Red may not be disclosed to any parties outside of a specific exchange or meeting; TLP Amber is of limited distribution; TLP Green can be circulated within a business community; and TLP White may be distributed freely. Each of these colors and stamps requires different handling and treatment and is based upon the risk that unprotected disclosure of that piece of information could cause to our EI. The box contained on the next page outlines the differences between these markings.

5. Policy

- a. DOS adopts use of the TLP for marking, handling, sharing and storing of EI Information.
- b. All DOS employees, contractors, consultants, and others with access to EI Information must mark, handle and store EI Information as set forth in this policy.
- c. DOS employees, contractors, consultants, and others with access to EI Information are to receive training in accordance with this policy.

6. Guidelines for Implementation.

The TLP system shall only be applied to Election Infrastructure Information. The Secretary shall appoint in writing a TLP Coordinator who will have the responsibility of overseeing the administration of TLP throughout affected DOS offices. The TLP Coordinator will ensure that the storage of TLP materials will be consistent with good security practices, including secure IT environments and the use of locked file cabinets and desk drawers, if required. Business practices will also be reviewed as part of TLP rollout and adjustments will be made to correct any security deficiencies identified. Additionally, the TLP Coordinator will be responsible for the development of the standards to be defined for the secure physical storage of all appropriate TLP information, along with the required training for DOS employees, contractors, consultants, and others with access to EI information.

Color	When should it be used?	How may it be shared?
TLP:RED  Not for disclosure, restricted to participants only.	Sources may use TLP:RED when information cannot be effectively acted upon by additional parties, and could lead to impacts on a party's privacy, reputation, or operations if misused.	Recipients may not share TLP:RED information with any parties outside of the specific exchange, meeting, or conversation in which it was originally disclosed. In the context of a meeting, for example, TLP:RED information is limited to those present at the meeting. In most circumstances, TLP:RED should be exchanged verbally or in person.
TLP:AMBER  Limited disclosure, restricted to participants' organizations.	Sources may use TLP:AMBER when information requires support to be effectively acted upon, yet carries risks to privacy, reputation, or operations if shared outside of the organizations involved.	Recipients may only share TLP:AMBER information with members of their own organization, and with clients or customers who need to know the information to protect themselves or prevent further harm. Sources are at liberty to specify additional intended limits of the sharing: these must be adhered to.
TLP:GREEN  Limited disclosure, restricted to the community.	Sources may use TLP:GREEN when information is useful for the awareness of all participating organizations as well as with peers within the broader community or sector.	Recipients may share TLP:GREEN information with peers and partner organizations within their sector or community, but not via publicly accessible channels. Information in this category can be circulated widely within a particular community. TLP:GREEN information may not be released outside of the community.
TLP:WHITE  Disclosure is not limited.	Sources may use TLP:WHITE when information carries minimal or no foreseeable risk of misuse, in accordance with applicable rules and procedures for public release.	Subject to standard copyright rules, TLP:WHITE information may be distributed without restriction.

Regarding the chart above, DOS employees, contractors, consultants, and others with access to EI information can be both Sources and Recipients at different times. If you have any questions about your role or the appropriate designation, consult the TLP Coordinator.

7. Usage.

A. How to use TLP in email:

Email correspondence related to EI should indicate the TLP color of the information in the Subject line. Then, listed above the body of information in the email, the TLP designation and color must be in capital letters and in bold text: **TLP:RED** ; **TLP:AMBER** ; **TLP:GREEN** ; or **TLP:WHITE** .

B. How to use TLP in documentation:

Documentation related to EI should indicate the TLP designation and color in the header and footer of each page. The TLP designation and color must be in capital letters, in bold text, and in 12-point type or greater.

C. RGB color model:

In order to provide a standard approach across the Department, please adhere to the following color scale for each designation.

TLP:RED: R=255, G=0, B=51, background: R=0, G=0, B=0

TLP:AMBER: R=255, G=192, B=0, background: R=0, G=0, B=0

TLP:GREEN: R=51, G=255, B=0, background: R=0, G=0, B=0

TLP:WHITE: R=255, G=255, B=255, background: R=0, G=0, B=0

8. Responsibilities.

Any information that directly or indirectly contains or discusses the vulnerabilities or internal functioning of EI or EI Information, or which provides information concerning the election processes in any election district within the Commonwealth, shall be processed and handled by DOS employees, contractors, consultants, and others with access to EI using the TLP, including applying markings and using internal security measures in handling and forwarding such information. EI Information shall be presumed TLP: Red unless expressly designated as one of the other categories. Any EI information pre-dating this policy may be designated retroactively under the TLP protocol.

Any DOS employees, contractors, consultants, and others with access to EI Information shall mark the documents, emails, and associated items (singularly "Record," or collectively "Records") with one of the four different TLP designations based on the information contained in the Record and the potential harm that could flow from the unregulated disclosure of the Record as outlined in the chart above.

Any DOS employees, contractors, consultants, and others with access to EI Information shall apply the Need to Know principles as defined above in the review, processing, and forwarding of TLP information.

Any DOS employees, contractors, consultants, and others with access to EI shall ensure the recipient of any EI information has the "need to know" that specific information as part of the recipient's job duties before providing the EI information. If a recipient needs to share information more widely than indicated by the original TLP designation, permission must be obtained from the TLP Coordinator after consultation with the DOS Office of Chief Counsel.

It is likely that TLP-marked information will be requested from time to time by members of the public. Any DOS employees, contractors, consultants, and others

with access to EI or EI Information shall forward any request for the TLP-marked information to the Agency Open Records Officer. Any release of TLP-marked information must be approved by the TLP Coordinator after consultation with the Agency Open Records Officer and after receiving legal advice/review from the DOS Office of Chief Counsel.

Failure to adhere to this policy could result in employee discipline up to and including termination; and revocation of contractor/consultant privileges, up to and including termination of the contract. While TLP designations may be applied retroactively to EI Information and related materials received within or produced by DOS prior to the institution of this policy, employee compliance will be evaluated prospectively.

9. Effective Date.

This policy becomes effective on April 23, 2019.

#

Version History

Version	Date	Description	Author
1.1	4/23/2019	Policy on Election System Security Measures established	Secretary of the Commonwealth

ACKNOWLEDGMENT

I hereby confirm that I have read and understand the Policy on Election System Security Measures, Version 1.1, and I understand that as a DOS employee, contractor, consultant or other person with access to Election Infrastructure Information, or EII, it is my responsibility to abide by the policy.

If I have questions about the policy, I understand it is my responsibility to seek clarification from my Supervisor or TLP Coordinator.

Please return this completed Acknowledgment to the TLP Coordinator within one week.

Date: 05 / 20 / 2020

Printed name: Matt Pasternack

Signature: Matt Pasternack

TITLE	PA Contract
FILE NAME	VotingWorks_Softw...al_05-13-2020.pdf
DOCUMENT ID	7b4f4ac700dc2b87578d622ed2ce4952a819eb0b
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

05 / 20 / 2020

15:46:10 UTC

Sent for signature to Ginny Vander Roest

[REDACTED]



VIEWED

05 / 20 / 2020

15:47:32 UTC

Viewed by Ginny Vander Roest

[REDACTED]



SIGNED

05 / 20 / 2020

15:48:56 UTC

Signed by Ginny Vander Roest

[REDACTED]



COMPLETED

05 / 20 / 2020

15:48:56 UTC

The document has been completed.



FULLY EXECUTED
Purchase Order No: 4300701831
Original PO Effective Date: 07/22/2021
PO Issue Date: 05/24/2022
Valid From: 07/01/2021 To 06/30/2022

Your SAP Vendor #: 163101

Supplier Name/Address:
CDW GOVERNMENT LLC
75 REMITTANCE DRIVE, DEPT 1515
CHICAGO IL 60675-1515 US

Supplier Phone Number: 866-833-0362

Supplier Fax Number: 847-990-8039

Purchasing Agent

Name: State Central

Phone: [REDACTED]

Fax: [REDACTED]

Please Deliver To:
Dept of State, Bur of Finance & Operatio
401 North Street, Rm 308 North Off Bldg
Harrisburg PA 17120 US

Please Bill To:
Save time, reduce cost, get paid faster:
Email PDF invoice to 69180@pa.gov
<https://www.budget.pa.gov/Programs/Pages/e-Invoicing.aspx>

Or mail paper invoice to:
Commonwealth of Pennsylvania
PO Box 69180, Harrisburg, PA 17106

Purchase Order Description:
19_Voting Works-Arlo_Elections

This Purchase Order is issued pursuant to the referenced Contract and constitutes the Suppliers authority to deliver the item(s) referenced below at the prices stated below to the location(s) identified above in accordance with the Contract terms and conditions.

Suppliers must provide four mandatory elements on PO invoices: PO Number, Invoice Date, Invoice Number, and Invoice Gross Amount. Failure to comply will result in the return of the invoice. Additional optional information such as supplier name, address, remit to information and PO Line Item information will improve invoice processing.

Item	Material/Service Desc	Qty	UOM	Delivery Date	Net Price	Price Unit	Total
1	Arlo Hosting & Support	1.000	Each	07/23/2021	70,390.43	1	70,390.43
>>> Rel. ord. against contract 4400018548 Item 1							

General Requirements for all Items:

Header Text

Arlo Hosting and Support for Risk Limiting Software used at the Counties.

This purchase order renews PO #4300676993.

The cost has been adjusted from last year, as it currently reflects the registered voters in the state.

No further information for this PO.

Information:

Total Amount:

70,390.43

Currency: USD

Supplier's Signature _____

Printed Name _____

Title _____

Date _____



FULLY EXECUTED
Purchase Order No: 4300737206
Original PO Effective Date: 06/10/2022
PO Issue Date: **06/10/2022**
Valid From: 07/01/2022 To 06/30/2023

Your SAP Vendor #: 163101

Supplier Name/Address:
CDW GOVERNMENT LLC
75 REMITTANCE DRIVE, DEPT 1515
CHICAGO IL 60675-1515 US

Supplier Phone Number: 866-833-0362

Supplier Fax Number: 847-990-8039

Purchasing Agent

Name: Joan Yohe

Phone: [REDACTED]

Fax: [REDACTED]

Please Deliver To:
Dept of State, Bur of Comm, Elec & Legis
401 North Street, Rm 210 North Off Bldg
Harrisburg PA 17120-0500 US

Please Bill To:
Save time, reduce cost, get paid faster:
Email PDF invoice to 69180@pa.gov
<https://www.budget.pa.gov/Programs/Pages/e-Invoicing.aspx>

Or mail paper invoice to:
Commonwealth of Pennsylvania
PO Box 69180, Harrisburg, PA 17106

Purchase Order Description:
19-ELECTIONS-ARLO-VOTING-WORKS-2022

This Purchase Order is issued pursuant to the referenced Contract and constitutes the Suppliers authority to deliver the item(s) referenced below at the prices stated below to the location(s) identified above in accordance with the Contract terms and conditions.

Suppliers must provide four mandatory elements on PO invoices: PO Number, Invoice Date, Invoice Number, and Invoice Gross Amount. Failure to comply will result in the return of the invoice. Additional optional information such as supplier name, address, remit to information and PO Line Item information will improve invoice processing.

Item	Material/Service Desc	Qty	UOM	Delivery Date	Net Price	Price Unit	Total
1	Arlo Hosting & Support	1.000	Each	07/01/2022	70,390.43	1	70,390.43
>>> Rel. ord. against contract 4400018548 Item 2							
Item Text Arlo Hosting & Support							
<hr/>							
General Requirements for all Items:							
Header Text QUOTE REQV558							
VOTING WORKS RENEWAL							
Risk Limiting Software used at the Counties. Adjust to the registered voters.							

Information:

Total Amount:

70,390.43

Currency: USD

Supplier's Signature _____

Printed Name _____

Title _____

Date _____

**FULLY EXECUTED**

Purchase Order No: 4300737206

Original PO Effective Date: **06/10/2022**PO Issue Date: **06/10/2022**

Valid From: 07/01/2022 To 06/30/2023

Supplier Name:**CDW GOVERNMENT LLC****No further information for this PO.****Information:****Total Amount:****70,390.43****Currency: USD**



FULLY EXECUTED
Purchase Order No: 4300676993
Original PO Effective Date: 10/29/2020
PO Issue Date: **10/29/2020**
Valid From: 11/01/2020 To 06/30/2021

Your SAP Vendor #: 163101

Supplier Name/Address:
CDW GOVERNMENT LLC
75 REMITTANCE DRIVE, DEPT 1515
CHICAGO IL 60675-1515 US

Supplier Phone Number: 866-833-0362

Supplier Fax Number: 847-990-8039

Purchasing Agent

Name: State Central

Phone: [REDACTED]

Fax: [REDACTED]

Please Deliver To:
Dept of State, Bur of Comm, Elec & Legis
401 North Street, Rm 210 North Off Bldg
Harrisburg PA 17120-0500 US

Please Bill To:
Save time, reduce cost, get paid faster:
Email PDF invoice to 69180@pa.gov
<https://www.budget.pa.gov/Programs/Pages/e-Invoicing.aspx>

Or mail paper invoice to:
Commonwealth of Pennsylvania
PO Box 69180, Harrisburg, PA 17106

Purchase Order Description:
19_Arlo Hosting&Support_Elections

This Purchase Order is issued pursuant to the referenced Contract and constitutes the Suppliers authority to deliver the item(s) referenced below at the prices stated below to the location(s) identified above in accordance with the Contract terms and conditions.

Suppliers must provide four mandatory elements on PO invoices: PO Number, Invoice Date, Invoice Number, and Invoice Gross Amount. Failure to comply will result in the return of the invoice. Additional optional information such as supplier name, address, remit to information and PO Line Item information will improve invoice processing.

Item	Material/Service Desc	Qty	UOM	Delivery Date	Net Price	Price Unit	Total
1	Arlo Hosting & Support-2020	1.000	Each	11/01/2020	46,818.00	1	46,818.00
>>> Rel. ord. against contract 4400018548 Item 1							

General Requirements for all Items:

Header Text

Arlo Hosting and Support for Risk Limiting Software.

Term has been updated from Statement of Work to only be valid from 11/01/2020 through 6/30/2021.

No further information for this PO.

Information:

Total Amount:

46,818.00

Currency: USD

Supplier's Signature _____

Printed Name _____

Title _____

Date _____



FULLY EXECUTED
Purchase Order No: 4300677491
Original PO Effective Date: 11/10/2020
PO Issue Date: 11/10/2020
Valid From: 11/15/2020 To 06/30/2021

Your SAP Vendor #: 541170

Supplier Name/Address:
VOTINGWORKS
P.O. Box 610098
REDWOOD CITY CA 94061-0098 US

Supplier Phone Number: 5104269996

Purchasing Agent

Name: State Central
Phone: [REDACTED]
Fax: [REDACTED]

Please Deliver To:
Dept of State, Bur of Comm, Elec & Legis
401 North Street, Rm 210 North Off Bldg
Harrisburg PA 17120-0500 US

Please Bill To:
Save time, reduce cost, get paid faster:
Email PDF invoice to 69180@pa.gov
<https://www.budget.pa.gov/Programs/Pages/e-Invoicing.aspx>

Or mail paper invoice to:
Commonwealth of Pennsylvania
PO Box 69180, Harrisburg, PA 17106

Purchase Order Description:
19_Arlo Training_Elections

This Purchase Order is issued pursuant to the referenced Contract and constitutes the Suppliers authority to deliver the item(s) referenced below at the prices stated below to the location(s) identified above in accordance with the Contract terms and conditions.

Suppliers must provide four mandatory elements on PO invoices: PO Number, Invoice Date, Invoice Number, and Invoice Gross Amount. Failure to comply will result in the return of the invoice. Additional optional information such as supplier name, address, remit to information and PO Line Item information will improve invoice processing.

Item	Material/Service Desc	Qty	UOM	Delivery Date	Net Price	Price Unit	Total
1	320907 Arlo Training	1.000	Each	11/15/2020	26,500.00	1	26,500.00
>>> Rel. ord. against contract 4400022747 Item 14							

General Requirements for all Items:

Header Text

Training for the Arlo Risk-Limiting Audit Software (PO #4300676993)

No further information for this PO.

Information:

Total Amount:

26,500.00

Currency: USD

Supplier's Signature _____

Printed Name _____

Title _____

Date _____



FULLY EXECUTED
Purchase Order No: 4300677501
Original PO Effective Date: 11/10/2020
PO Issue Date: 11/10/2020
Valid From: 11/15/2020 To 06/30/2021

Your SAP Vendor #: 541170

Supplier Name/Address:
VOTINGWORKS
P.O. Box 610098
REDWOOD CITY CA 94061-0098 US

Supplier Phone Number: 5104269996

Purchasing Agent

Name: State Central
Phone: XXXXXXXXXX
Fax: XXXXXXXXXX

Please Deliver To:
Dept of State, Bur of Comm, Elec & Legis
401 North Street, Rm 210 North Off Bldg
Harrisburg PA 17120-0500 US

Please Bill To:
Save time, reduce cost, get paid faster:
Email PDF invoice to 69180@pa.gov
<https://www.budget.pa.gov/Programs/Pages/e-Invoicing.aspx>

Or mail paper invoice to:
Commonwealth of Pennsylvania
PO Box 69180, Harrisburg, PA 17106

Purchase Order Description:
19_Arlo Strategic Planning_Elections

This Purchase Order is issued pursuant to the referenced Contract and constitutes the Suppliers authority to deliver the item(s) referenced below at the prices stated below to the location(s) identified above in accordance with the Contract terms and conditions.

Suppliers must provide four mandatory elements on PO invoices: PO Number, Invoice Date, Invoice Number, and Invoice Gross Amount. Failure to comply will result in the return of the invoice. Additional optional information such as supplier name, address, remit to information and PO Line Item information will improve invoice processing.

Item	Material/Service Desc	Qty	UOM	Delivery Date	Net Price	Price Unit	Total
1	320598 Arlo Training	1.000	Each	11/15/2020	45,000.00	1	45,000.00
>>> Rel. ord. against contract 4400022747 Item 7							

General Requirements for all Items:

Header Text

Chain of Custody and Vote-by-Mail Assessment

No further information for this PO.

Information:

Total Amount:
45,000.00

Currency: USD

Supplier's Signature _____

Printed Name _____

Title _____

Date _____

Statement of Work Software Hosting and Support

for

Commonwealth of PA Department of State

PO Number: _____

AGENCY CONTACT: Sara R. Roadcap

PHONE: [REDACTED]

AGENCY ADDRESS: 401 North Street, Room 308
Harrisburg, PA 17120

E-MAIL: [REDACTED]

A. Introduction

This Statement of Work ("SOW") is made ("Effective Date"), by and between the Commonwealth of PA –Dept. of State, with its principal office located at 401 North Street, Harrisburg, PA 17112 (hereinafter referred to as "Customer") and VotingWorks, a corporation organized under the laws of the State of California, with its principal place of business at 135 Main St, Fl 20, San Francisco, CA 94105 (hereinafter referred to as "VotingWorks"). VotingWorks and Customer may also be referred individually as "Party" or collectively as "Parties."

Dept. of State is responsible for promptly obtaining all required consents necessary for the Supplier to provide the services described in this Statement of Work. A required consent means any consent or approval required to give VotingWorks software, firmware and other products to enable us and our subcontractors to perform the services set forth in this Statement of Work without infringing on the ownership or license rights (including patent and copyright) of the providers or owners of such products.

Any terms and conditions not set forth in this SOW are governed by the IT Terms and Conditions which can be found at http://www.portal.state.pa.us/portal/server.pt/community/procurement_forms and the software license agreement negotiated between the vendor and the Commonwealth.

B. Project Overview and Tasks

VotingWorks will perform the following tasks (the "Project"):

Provide hosted, supported instance of Arlo software from November 1, 2020 through October 31, 2021. Arlo includes the following functionality:

- calculates how many original ballots need to be audited for the targeted contest(s) based on the contest data,
- randomly selects which original ballots will be audited and creates retrieval lists to help local election officials find the necessary ballots in storage,
- provides an interface for local audit teams to record the votes they see marked on the original ballot(s) as they are audited,
- checks whether the audited votes are consistent with the reported votes, to determine whether the desired risk limit has been achieved (if the risk limit is not reached in a given audit round, the tool provides an automatic "escalation" to expand the sample size in subsequent audit rounds until the risk limit is reached, up to and including a full hand recount if necessary),
- provides metrics and monitoring capabilities for state election officials to follow the progress of the audit and manage county activity.

Agency requirements:

- Provide names and emails of users who will be state administrators of Arlo

C. Project Cost

Project Cost is: \$45,000.00

All work associated with the Project is performed during Mondays through Fridays, between the hours of 8am and 5pm local time, excluding holidays.

This SOW is acceptable. I (We) hereby acknowledge and confirm that I (We) have read this SOW and accept and approve the scope of work and related terms. I (We) understand that if additional work is required that by its nature was not known or determined at the time this SOW was executed, a written change order describing the additional work and any related expenses is required.

Before this project can begin, sign and return this SOW. Please sign and FAX to VotingWorks at 707-339-8156.

VotingWorks

Commonwealth of PA – Department of State

Approved (date): 10 / 09 / 2020

Kathy Boockvar 10/19/2020
Authorized Agency Name

Matt Pasternack (President)
Authorized Supplier Signature

Kathy Boockvar
Authorized Agency Signature

Authorized Supplier Signature

Secretary of the Commonwealth
Title

The Project was completed in accordance with this SOW. I (We) hereby accept as completed all work indicated in this SOW. I (We) acknowledge at there is nothing that should prevent prompt payment in accordance with the terms indicated above.

Approved (date): _____

Authorized Agency Name

Authorized Supplier Signature

Authorized Agency Signature

Authorized Supplier Signature

Title

PLEASE ATTACH HARD COPY OF PURCHASE ORDER
REFERENCING THIS SOW