

DEMOCRACY LIVE, INC.

LiveBallot Subscription Agreement

This Subscription Agreement ("**Agreement**") is made and entered into as of 4/20, 2012 (the "**Effective Date**"), between Democracy Live, Inc., a Washington corporation with offices at 22525 SE 64th Pl Meadow Creek Plaza, Issaquah, WA 98027 ("**Democracy Live**") and El Dorado County, a State of California County, with offices at Placerville, California ("**County**"), each a "**Party**" and collectively, the "**Parties**."

It is noted and agreed that El Dorado County is the lead county of a consortium of counties, each of which are listed on Attachment B. The lead county represents that it is authorized to act on behalf of each and all of the counties in the consortium who have executed an agreement to participate in the consortium ("Participating Counties"). Each of the Participating Counties agree to be jointly bound by the terms herein and each is a party to this agreement. For convenience and efficiency, each Participating County has authorized the County to act as its agent for purposes of this agreement. All references to County herein shall apply to each county subject to this agreement.

1. Subscription, Delivery and License

1.1. Subscription. Subject to the terms of this Agreement, Democracy Live will provide to County a hosted, Web-based MOVE ACT compliant ballot delivery system ("**LiveBallot**") as set forth in this Agreement and the documentation for LiveBallot system (the "**Documentation**"), as described in Attachment A.

1.2. Furthermore, by this agreement Democracy Live agrees to provide all the services required by the Federal Voting Assistance Program ("FVAP") grant application and grant award and to comply with all federal and state laws related to the grant. A copy of the FVAP Grant Award is attached hereto as Attachment E and is incorporated by reference herein.

1.3. Delivery. After both parties execute this Agreement, County will issue a Notice to Proceed authorizing Democracy Live to deploy LiveBallot, the Documentation and all access information (which includes a user name and password) to allow County to access LiveBallot. Democracy Live shall not deploy the LiveBallot system to a Participating County until it has received a Notice to Proceed authorizing Democracy Live to deploy the LiveBallot system to that Participating County. Except as set forth below, neither County nor any Participating County shall be responsible for services performed or products delivered by Democracy Live prior to issuance of a Notice to Proceed for a Participating County.

Should a Participating County independently agree to allow Democracy Live to deploy the LiveBallot system to that county as a "pilot project" and should the County later issue a Notice to Proceed pertaining to that Participating County, the services performed and products delivered by Democracy Live prior to the issuance of the Notice to Proceed shall be eligible for payment as provided in this Agreement. If, however, a Notice to Proceed is never issued, services performed as a "pilot project" shall not be eligible for payment.

1.4. License. Subject to the terms of this Agreement, Democracy Live hereby grants County a limited, non-exclusive, non-transferable, non-sub-licensable license during the effective term of this Agreement to use LiveBallot and Documentation (including current and future versions that Democracy Live may provide to County) for the following "**Permitted Uses**," each solely as necessary for the County to administrate public elections within its jurisdiction:

- (a) integrate LiveBallot, in accordance with the Documentation, into Web sites owned or operated by County;
- (b) access the portion of LiveBallot to which Democracy Live gives County access under this Agreement and customize it using County Materials;
- (c) internally use the Documentation to support the use of LiveBallot by County and provide education in the use and operation of LiveBallot;

Democracy Live LiveBallot Subscription Agreement

(d) adapt LiveBallot and incorporate relevant parts of the Documentation into County's voting and election education materials during the effective term of this Agreement;

(e) enable County's Web site visitors to access LiveBallot.

1.5. Access Information.

(a) *County Access Information.* County will use all reasonable means to protect the confidentiality of the access information, including any user name and password, that Democracy Live gives County to access LiveBallot. However, the parties agree that the County is subject to the requirements of the State of California Public Records Act.

1.6. County Materials. County is solely responsible for any customizations and materials that County makes or uploads to LiveBallot ("**County Materials**"). Democracy Live does not claim ownership of any County Materials. Democracy Live may request written permission to use the County Materials in connection with the operation of LiveBallot and its business, including, but not limited to, the rights to: reproduce, distribute, publicly display, publicly perform, and create derivative works of the County Materials.

1.7. LiveBallot Modifications. Democracy Live reserves the right to modify LiveBallot at any time, including but not limited to adding or removing features and content.

2. Fees

2.1. Fees. County will pay to Democracy Live the One-time Set-up and Annual Subscription Fees (defined in Attachment B) in accordance with Attachment B - Fee Schedule.

2.2. Payment Terms. As more specifically provided in the Attachment B - Fee Schedule, Democracy Live will invoice County for services provided and said invoices shall be due within thirty (30) days of receipt by County.

3. LiveBallot Annual Subscription - Support and Maintenance

3.1. General. For as long as County has paid all applicable fees and is in compliance with all the terms of this Agreement, including as set forth in the Attachments, and as long as this Agreement is in effect, Democracy Live will permit the County to access LiveBallot through County's Web site using LiveBallot Link, and provide Support and Maintenance according to

Attachment C. Notwithstanding anything to the contrary in this Agreement, Democracy Live will not provide Support and Maintenance for:

(a) any products other than LiveBallot provided by Democracy Live under this Agreement;

(b) any modifications to LiveBallot not made by Democracy Live or a third party authorized in writing by Democracy Live to make modifications; or

(c) any use of LiveBallot that is not in accordance with this Agreement, the Documentation or other written instructions provided by Democracy Live.

3.2. Maintenance Releases. Democracy Live may provide Maintenance Releases (defined in Attachment C) to County from time to time at its sole discretion. County understands and acknowledges that the Maintenance Releases may be required for the proper functioning of LiveBallot. All Maintenance Releases and Upgrades will be made available the participating counties at no charge for the life of this agreement (2012-2016).

4. Indemnification

4.1. General. Democracy Live will defend, indemnify, and hold harmless the County against any and all third-party claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by County, arising out of or relating to any actual infringement of any U.S. issued patent or copyright by LiveBallot, or misappropriation of any trade secret of any third party by Democracy Live and LiveBallot ("**Intellectual Property Infringement**").

4.2. Conditions of Indemnification. The indemnification obligations under this Section 4 are conditioned on County's compliance with the following: (a) County will provide to Democracy Live prompt written notice of any claim after County's receipt of notice of the claim or initial awareness thereof; (b) County will grant to Democracy Live, and Democracy Live will have, the sole and exclusive right to defend any claim and make settlements thereof at Democracy Live's own discretion; and (c) County will give, at Democracy Live's expense, the assistance and information that Democracy Live reasonably requires to settle or defend the claims. County may, however, participate in the defense or settlement of any

Democracy Live LiveBallot Subscription Agreement

claim at its own expense and with its own choice of counsel.

4.3. Remedy. If there is an Intellectual Property Infringement by LiveBallot, Democracy Live may, at its sole option, (a) procure for County the right to continue access to LiveBallot; (b) replace LiveBallot; (c) modify LiveBallot to make it non-infringing; or (d) if Democracy Live, after using commercially reasonable good faith efforts, is unable to accomplish the foregoing remedies, terminate this Agreement and refund (i) a pro-rated portion of any one-time license fees paid by County for LiveBallot depreciated based on a (five) 5 year period less the amount of time that has passed between the Effective Date and the date of termination, and (ii) a pro-rated portion of the then current Annual Subscription Fee (if any) pre-paid for the Maintenance and Support based on the remainder of the then current term for which those fees were paid.

4.4. Limitation. The indemnity provided herein will not apply to the extent the Intellectual Property Infringement arises from: (a) the use of other than the then currently supported, unaltered release of LiveBallot or in a manner not described in the Documentation; (b) any modification or alteration of LiveBallot by anyone other than Democracy Live or a third party authorized in writing by Democracy Live to make the modifications or alterations; or (c) the use or combination of LiveBallot or with any software. This Section 4 states Democracy Live's sole and exclusive liability, and County's sole and exclusive remedy, for patent, copyright, or other actual or alleged infringement or misappropriation of any trademark, trade secret or any other proprietary rights by LiveBallot, and Democracy Live.

5. Term; Termination.

5.1. Term. This Agreement will begin on the Effective Date and will continue for one year. Thereafter, except as otherwise stated herein, this Agreement will automatically renew on each anniversary of the Effective Date for subsequent one year periods, unless either Party gives notice at least sixty (60) days prior to the end of the then-current one year period or unless otherwise terminated by either Party as provided in Sections 5.2 and 5.3 of this Agreement. Additionally, any Participating County may terminate its participation in this Agreement upon providing the County and Democracy Live with notice at least sixty (60) days prior to the end of the then-current one

year period. This Agreement shall expire on October 30, 2016.

5.2. Termination for Breach. If either Party defaults in the performance of, or fails to perform, any of the material obligations of this Agreement, and the default or failure is not remedied within forty-eight (48) hours after receipt of written notice from the non-defaulting Party, then the non-defaulting Party will have the right (i) to terminate this Agreement by giving written notice to the defaulting Party and (ii) to avail itself of any and all other rights and remedies to which it may be entitled by law or equity. Each County may act as independent party for termination without affecting the functionality of other Counties.

5.3. Termination for Non-Appropriation. Democracy Live acknowledges that this Agreement is supported by funds from an FVAP grant issued by the United States of America, represented by the Defense Human Resources Activity (the "Government"). Should the Government fail to make available funds to support the aforementioned grant, the County and any Participating County may terminate this Agreement upon thirty (30) days written notice to Democracy Live.

5.4. Effect of Termination. Upon termination of this Agreement for any reason, the following will occur:

(a) All license rights under this Agreement will automatically terminate;

(b) County will cease all use of LiveBallot and Documentation; and

(c) County will, at the election of Democracy Live, either return to Democracy Live or irretrievably destroy (and certify the destruction to Democracy Live) all Democracy Live Confidential Documentation and all other materials and data provided by Democracy Live to County under this Agreement.

(d) Upon termination of this Agreement for any reason other than County's default, in addition to any remedies available to County at law or in equity, Democracy Live will refund to County a pro rated portion of any one-time license fees paid by County for LiveBallot and a pro rated portion of the then current Annual Subscription Fee (if any) pre-paid on the remainder of the then current term for which those fees were paid.

Democracy Live LiveBallot Subscription Agreement

5.5. Survival. In addition to any payment obligations under this Agreement, the following sections will survive in accordance with their terms upon the termination of this Agreement: 4, 5, 6, and 10.

6. Confidentiality

6.1. Definition. Each Party may make available to the other Confidential Information under this Agreement. "**Confidential Information**" means all confidential or proprietary information provided to the other Party in connection with this Agreement, including all information designated as confidential by the Disclosing Party and all information which by its nature or the circumstances surrounding its disclosure should reasonably be considered confidential. For the purposes of this Section 8, the Party disclosing Confidential Information will be called the "**Disclosing Party**" and the other the "**Receiving Party**." For the avoidance of doubt, LiveBallot, Documentation, the terms of this Agreement and any technical information of Democracy Live will be deemed Confidential Information of Democracy Live and the County technical information will be deemed Confidential Information of County. The following information is not Confidential Information:

- (a) Information that is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the Receiving Party;
- (b) Information that is in the Receiving Party's possession at the time of disclosure other than as a result of the Receiving Party's breach of any legal obligation;
- (c) Information that becomes known to the Receiving Party, through disclosure by a third party that has a legal right to disclose that Confidential Information; or
- (d) Information that is developed by the Receiving Party independently without breach of this Agreement.
- (e) Information which is by law or by statute public.

6.2. Restrictions. Each Receiving Party agrees that all Confidential Information made available by a Disclosing Party to a Receiving Party under this Agreement will:

- (a) Be kept strictly confidential and not disclosed to any third party by the

Receiving Party without the Disclosing Party's prior written consent;

- (b) Be treated by the Receiving Party in the same way and with the same degree of care (but with no less than reasonable care) as it treats proprietary or confidential information generated by itself;

- (c) Only be shared with the Receiving Party's employees, agents, and representatives (including accountants and attorneys) on a need to know basis and under a written agreement or legal obligations requiring them to keep Confidential Information secret consistent with the terms of this Agreement; and

- (d) Remain the property of the Disclosing Party. Neither Party will furnish to the other Party any Confidential Information which it does not have the right to furnish.

- (e) However, the parties agree that the County may be required to release confidential information to the public pursuant to the requirements of the State of California

- (f) Disclosure Required by Law. Notwithstanding the restrictions in Section 6, the Receiving Party may disclose information that the Receiving Party is required to disclose to comply with applicable laws or governmental regulations, provided that the Receiving Party, to the extent it is allowed under applicable law, provides prior written notice of the disclosure to Disclosing Party and takes all reasonable actions to avoid and minimize the extent of the disclosure.

6.3. Access to Records. Notwithstanding anything to the contrary herein, Democracy Live shall comply with the records retention and access requirements set forth in 32 CFR 33.42, as required by the FVAP Grant Award.

7.0 General

7.1 Relationship Managers. Each Party will designate and maintain a relationship manager ("**Relationship Manager**") for purposes of facilitating and coordinating day-to-day communications and decisions relating to this Agreement. The current Relationship Managers are set forth in Attachment D - Notice and Relationship Managers. The Relationship Manager of a Party may be changed by that Party at any time with written notice to the other Party.

Democracy Live LiveBallot Subscription Agreement

7.2 Independent Contractor. Nothing in this Agreement will be construed as creating any relationship between Democracy Live and County, other than that of independent contractor and customer or licensee and licensor. This Agreement is not intended to be nor will it be construed as a joint venture, association, partnership, franchise, or other form of business organization or agency relationship. Neither Party will have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of the other, except as expressly provided herein.

7.3 Export Controls. U.S. export control laws may apply to LiveBallot, and the Documentation. Democracy Live and County will comply with all U.S. export control laws.

7.4 Law and Venue. This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of California, USA. Venue for any action to enforce or construe this agreement shall be in Superior Court of El Dorado County, California.

7.5 Notices. Unless otherwise agreed by the Parties, all notices required under this Agreement will be in writing and deemed effective when received by (a) personal delivery, (b) internationally recognized courier, or (c) certified mail, return receipt requested, at the addresses written on Attachment D – Notice and Relationship Managers. Either Party may from time to time change the address to which notices to it are to be sent by giving notice, in the above-described manner, of the change to the other Party.

7.6 No Waiver. The failure of either Party to insist upon strict performance of any of the terms and conditions in this Agreement, or to exercise any rights or remedies, will not be construed as a waiver of its rights to assert any of these rights or remedies or to rely on any terms and conditions at any time thereafter. Any waiver must be in writing to be effective.

7.7 Severability. The invalidity in whole or in part of any term or condition of this Agreement will not affect the validity of other parts. If any term or condition is found to be unenforceable by a court of competent jurisdiction, then that provision will be stricken and the remainder of this Agreement will continue in full force and effect.

7.8 Injunctive Relief. It is understood and agreed that, notwithstanding any other provision of this Agreement, Democracy Live's or County's breach of the provisions of Sections 1.3 (License), 6.2 (Restrictions), or 6 (Confidentiality) of this Agreement will cause the other Party irreparable damage for which recovery of money damages would be inadequate, and that other Party will therefore be entitled to seek injunctive relief to protect that Party's rights under this Agreement in addition to any and all other remedies available at law or in equity.

7.9 Assignment. County may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of Democracy Live, which may be withheld in Democracy Live's sole discretion. Democracy Live may assign this Agreement to a successor in connection with a merger, consolidation, share exchange, reorganization, sale of all or substantially all of the assets of Democracy Live, or other event pursuant to which shares of capital stock of Democracy Live are converted into cash, securities or other property of an acquiring entity, with County's consent or notice to County. Subject to the provisions of this Section 7.9, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

7.10 Force Majeure. Neither Party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement if the delay or failure arises by any reason beyond its reasonable control, including any act of god, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, or mechanical failures or delay in transportation or commercial communications; provided however, that lack of funds will not be deemed to be a reason beyond a Party's reasonable control, except as otherwise provided in Section 5.3 above. The Parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a delay in the performance of this Agreement.

7.11 No Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto, and nothing in this Agreement will be deemed to create any third party beneficiary rights in any person or entity not a Party to this Agreement.

Democracy Live LiveBallot Subscription Agreement

7.12 Counterparts. This Agreement may be executed in one or more counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

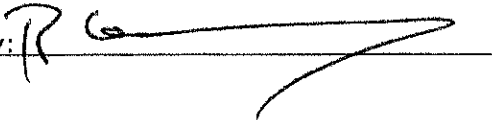
7.13 Entire Agreement. This Agreement, including the attachments to this Agreement, is the Parties' entire agreement relating to

LiveBallot, and Documentation. It supersedes all prior or contemporaneous oral or written communications, proposals, or conditions between the Parties relating to its subject matter. No modification or amendment to this Agreement will be binding unless in writing and signed by an authorized representative of each Party.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement and all Attachments hereto as of the Effective Date.

Democracy Live:

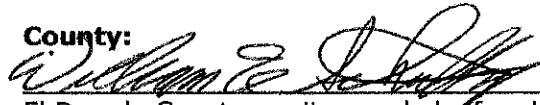
DEMOCRACY LIVE, INC. CORPORATION

By: 

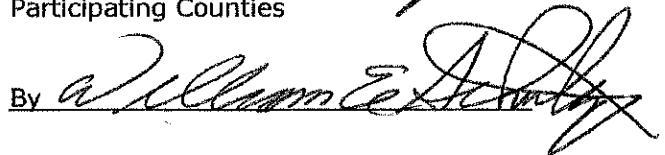
Name: Bryan D. Finney

Title: President

County:



El Dorado County, on its own behalf and for the Participating Counties

By: 

Name: William E. Schultz

Title: Recorder-Clerk/Registrar of Voters

Attachment A – LiveBallot

This Attachment A is part of LiveBallot Subscription Agreement ("**Agreement**") between Democracy Live and the County and it describes LiveBallot, and Documentation to be provided under the Agreement.

A1. Description:

LiveBallot System.

The Democracy Live LiveBallot system is a Web-based ballot delivery and marking tool which enables eligible voters to access their specific ballot online the moment it goes live. LiveBallot is a comprehensive fully functional and 100% MOVE ACT compliant application, hosted in the Microsoft eGovernment Cloud. LiveBallot includes optional features such as accessible sample and absentee ballot delivery tools fully reviewed and approved by the U.S. Department of Health and Human Services for voters with disabilities. Such optional features are included within the fees set forth herein and shall be deployed by Democracy Live upon approval of such features by the California Secretary of State. Additional components of LiveBallot include a ballot tracking feature and ballot auto-duplication capability.

LiveBallot is comprised of the following subcomponents:

- Access to hosted LiveBallot; a hosted, Web-based MOVE ACT compliant ballot delivery system.
- LiveBallot Link. A link shall be placed on the County Elections Web site that links to the County-Specific LiveBallot and County Administration Page. LiveBallot will have the same look and feel as the County Web site.
- **LiveBallot Reports.** LiveBallot Reports include all the FVAP required reporting statistics for each participating county and aggregated for the consortium. LiveBallot Reports are made available daily, weekly and post-election. LiveBallot Reports include but are not limited to:
 - Number of people that accessed the system
 - Number of ballots accessed using online system
 - Number of ballots downloaded
 - Number of ballots downloaded multiple times from the same user (include geographic location)
 - Number of ballots downloaded from domestic IP address
 - Summary of geographic locations of the IP addresses
 - How many times the ballot tracking functionality was accessed on the system

Democracy Live LiveBallot Subscription Agreement

A2. Documentation:

The Documentation packet for Democracy Live LiveBallot is comprised of the following subcomponents:

- Technical Manual, including FAQ's and Admin instructions will be provided
- User Guide – "How To Use LiveBallot" instructions will be made available to County.
- Release Notes- County will be notified of version updates and new releases. Release Notes will be available on the County LiveBallot Admin Page.

Democracy Live LiveBallot Subscription Agreement

Attachment B – Fee Schedule

This Attachment B is part of LiveBallot Subscription Agreement ("**Agreement**") between Democracy Live and the County and it sets forth the fees under the Agreement.

B1. Fees

- (a) LiveBallot One-time Set-up Fee. LiveBallot One-time Set-up Fee for this County and each Participating County under this Agreement will be as shown in the table below. Democracy Live will invoice County for County and each Participating County's One-time Set-up Fee following receipt of the respective Notice to Proceed and approval of system deployment by the respective Participating County. Said fee shall be due within thirty (30) days of receipt of an invoice from Democracy Live. Approval of system deployment shall be evidenced by an email or letter from the Participating County to El Dorado County acknowledging the LiveBallot system has been successfully installed.

- (b) Annual Subscription Fee, including Support and Maintenance. For each year in which this agreement is in effect, the County and each Participating County in which LiveBallot has been deployed will pay an Annual Subscription (the "**Annual Subscription Fee**") based on pricing of \$1.00 per ballot downloaded and submitted through the LiveBallot system. It is agreed by the parties that for the calendar years 2012 through 2016, the annual amount paid shall be as shown in the table below, which the parties agree shall be in lieu of the \$1.00 per ballot fee for those years only. Said fee shall be due within thirty (30) days of receipt of an invoice from Democracy Live.

Democracy Live LiveBallot Subscription Agreement

Participating Consortium County Fees through 2016:

<u>Consortium County</u>	<u>One-Time Fee</u>	<u>Annual Fee*</u> <u>2012-2016</u>
Butte	\$ 45,000	\$ 6,000
Contra Costa	120,000	16,000
El Dorado	45,000	6,000
Fresno	120,000	16,000
Lassen	21,000	2,800
Marin	45,000	6,000
Nevada	45,000	6,000
Sacramento	120,000	16,000
San Joaquin	90,000	12,000
San Luis Obispo	90,000	12,000
San Mateo	90,000	12,000
Santa Barbara	90,000	12,000
Solano	90,000	12,000

*Includes training and support

Attachment C –Support and Maintenance

This Attachment C is part of LiveBallot Subscription Agreement (“**Agreement**”) between Democracy Live and the County and it describes Democracy Live’s standard Support and Maintenance services.

1. Definitions:

- 1.1** “**Business hours**” or “**business day**” means the hours of 9 to 5 PST, Monday to Friday, excluding all U.S. holidays.
- 1.2** “**Error**” means a failure of LiveBallot to operate in accordance with the written Documentation provided by Democracy Live.
- 1.3** “**Maintenance Release**” means a change to LiveBallot that is released by Democracy Live in the form of a patch, bug fix, or a point release to the version of LiveBallot (typically designated by version numbers 0.x).
- 1.4** “**Support and Maintenance**” means the support and maintenance services described in this Attachment C.
- 1.5** “**Support Request**” means an Error report or a request for assistance that County submits to Democracy Live’s support contacts set forth below by telephone or email, in the form reasonably requested by Democracy Live from time to time.
- 1.6** “**Upgrades**” means new releases of LiveBallot that are not Maintenance Releases and that Democracy Live offers to its customers. Upgrades do not include online marking. Online marking is included as part of the LiveBallot package and will be made available at no extra charge.

2. Support and Maintenance Services:

- 2.1** After payment of the Annual Subscription Fee and during the term of the Annual Subscription, Democracy Live will perform the Support and Maintenance as specified in this Attachment C and under the terms of the Agreement (exclusions to Support and Maintenance are set forth in the Agreement).
- 2.2** County may contact the Democracy Live support contacts set forth in Section 5 for telephone and email support consisting of: (i) assistance related to questions on the operational use of LiveBallot and LiveBallot; (ii) assistance with identification and diagnosis of suspected or reported Errors; and (iii) workarounds for verified Errors. County will notify Democracy Live of all Errors by submitting a Support Request.
- 2.3** Democracy Live will use commercially reasonable efforts to correct Errors that County reports using a Support Request, including through the use of workarounds and Maintenance Releases. Reasonable efforts meaning with respect to a given obligation, the efforts that a reasonable person in [the

Democracy Live LiveBallot Subscription Agreement

promisor's] position would use so as to perform that obligation as expeditiously as possible.

3. County Responsibilities:

- 3.1 County must provide Democracy Live with reasonable access to all necessary personnel to answer questions regarding Errors and other reported problems.
- 3.2 County will document and promptly report all detected Errors to Democracy Live by submitting a Support Request with enough detail to permit Democracy Live to reproduce the Error. County will assist Democracy Live with recreating and diagnosing each Error.

4. Response Times:

- 4.1 Election Period. Democracy Live will provide Support and Maintenance on a 24 hour basis, 7 days a week during election periods. If a reported Error impacts the essential functions of an election, Democracy Live will work around the clock until a resolution is found.

5. Contacts

- 5.1 County Contact Persons. County will designate one person to act as the single point of contact for all Support Requests, and one additional person to serve in a back-up capacity. The County contact person will handle all communication with Democracy Live support personnel and will be relied upon by Democracy Live for key decisions.
- 5.2 Democracy Live Support Contacts. Contact with Democracy Live support personnel will be either by telephone or e-mail at the contact points set forth below, which are subject to change from time to time upon notice from Democracy Live. County's Support Requests will include all information reasonably requested by Democracy Live support personnel sufficient to enable them to reproduce the condition giving rise to the call. This information may include LiveBallot component involved, error messages, data being processed, screen images, and the like.

Hours of Operation	9 am to 5 pm PST, Monday to Friday, excluding all U.S. holidays.
Contact Phone Number	425-557-5950
Email Address	support@democracylive.com

6. Maintenance Releases:

- 6.1 Maintenance Releases. During the term of the Annual Subscription, Democracy Live will provide Maintenance Releases, which are provided generally to all customers, where these Maintenance Releases are not sold as a separate Upgrade, service or product version. Each Maintenance Release will be subject to the terms of the Agreement.

Democracy Live LiveBallot Subscription Agreement

- 6.2** Implementation. Democracy Live is responsible for implementing and testing all Web-based Maintenance Releases.

7. General

- 7.1** Annual Subscription, Including Support and Maintenance. County will pay the Annual Subscription Fee as specified in Attachment B of the Agreement.
- 7.2** Term The initial term for the Annual Subscription, including Support and Maintenance, will be one year, commencing on the Effective Date of the Agreement, and will renew automatically on each Anniversary of the Effective Date, provided that County may terminate the Annual Subscription by notifying Democracy Live in writing at least sixty (60) days in advance of the renewal date. Democracy Live may suspend or terminate the Annual Subscription if County does not pay the Annual Subscription Fee when due. The Annual Subscription, including Support and Maintenance, will terminate if the Agreement expires or is terminated.

Democracy Live LiveBallot Subscription Agreement

Attachment D – Notice and Relationship Managers

This Attachment D is part of LiveBallot Subscription Agreement ("**Agreement**") between Democracy Live and the County and it sets forth the notice contacts and Relationship Managers of the Parties under the Agreement.

For Democracy Live:	For County:
Address: Democracy Live 22525 SE 64 th Meadow Creek Plaza Issaquah, Washington 98027	Address: El Dorado County Elections Department 2850 Fairlane Court Placerville, CA 95762
Telephone: 425-557-5950 Fax: 425 557-5956	Telephone: (530) 621-7480 Fax: (530) 626-5514
Relationship Manager: Tim Manion tim@democracylive.com	Relationship Manager: Barbara Dunmore barbara.dunmore@edcgov.us

Each of the Consortium Counties shall provide contact information although this agreement anticipates that one contact will be designated to act for and coordinate communication with each and all of the consortium counties.

LIVEBALLOT SUBSCRIPTION AGREEMENT
 BETWEEN DEMOCRACY LIVE, INC. AND EL DORADO COUNTY

AMENDMENT NO. 1

The Subscription Agreement entered into April 20, 2012 between Democracy Live and El Dorado County (Contract No. 421-S1211) is hereby amended as of October 29, 2012 as follows:

- 1) Attachment B – Fee Schedule is amended to delete Santa Barbara County as a participating Consortium County.
- 2) Attachment B – Fee Schedule is amended to add Monterey County as a participating Consortium County.
- 3) Attachment B – Fee Schedule of Participating Consortium County Fees through 2016 is replaced with the following table.

Participating Consortium County Fees through 2016:

Consortium County	One-Time Fee	Annual Fee* 2012-2106
Butte	\$ 45,000	\$ 6,000
Contra Costa	120,000	16,000
El Dorado	45,000	6,000
Fresno	120,000	16,000
Lassen	21,000	2,800
Marin	45,000	6,000
Nevada	45,000	6,000
Sacramento	120,000	16,000
San Joaquin	90,000	12,000
San Luis Obispo	90,000	12,000
San Mateo	90,000	12,000
Santa Barbara	90,000	12,000
Solano	90,000	12,000
Monterey	90,000	12,000

*Includes Training and support

Except as herein amended, all other parts and sections of the Agreement dated April 20, 2012 (Contract No. 421-S1211) shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the authorized representatives of the Parties execute Amendment No. 1 to the original Agreement dated April 20, 2012.

Democracy Live:
 Democracy Live, Inc. Corporation

By: [Signature]
 Name: Bryan Floney
 Title: CEO

County:
 El Dorado County, on its own behalf
 and for the Participating Counties

By: [Signature]
 Name: William E. Schultz
 Title: Recorder-Clerk/Registrar of Voters