



**Catherine McMullen
County Clerk**

Elections, Recording & Records Management

catherinemcmullen@clackamas.us | 1710 Red Soils Court, Suite 100
503-722-6086 | Oregon City, OR 97045

September 3, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Goods and Services contract with BlueCrest for a mail ballot sorter and related software. Contract value is \$689,931. Funding through Clerk Fees and \$289,771 in budgeted County General Funds.

Previous Board Action/Review	None		
Performance Clackamas	1. Build public trust through good government		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Michael Newgard	Contact Phone	503-655-8662

EXECUTIVE SUMMARY: This contract between the Clackamas County Clerk – Elections Division and DMT Solutions Global Corporation (dba BlueCrest) outlines an agreement to purchase a mail ballot sorter and related software that will replace an existing mail ballot sorter at its end of life. The contract includes provisions for the supply, installation, software, and maintenance of the ballot sorter and software over a period extending to June 30, 2029, with options for renewal.

RECOMMENDATION: Clerk and staff recommends approval of this contract.

Respectfully submitted,

Catherine McMullen, County Clerk

For Filing Use Only



**CLACKAMAS COUNTY
GOODS AND SERVICES CONTRACT
Contract #9854**

This Goods and Services Contract (this “Contract”) is entered into between **DMT Solutions Global Corporation dba BlueCrest** (“Contractor”), and Clackamas County, a political subdivisions of the State of Oregon (“County”) on behalf of the Clackamas County Clerk for the purposes of providing a ballot sorter.

ARTICLE I.

1. **Effective Date and Duration.** This Contract shall become effective upon signature of both parties and shall remain in effect until June 30, 2029 or until completion of all obligations provided herein, whichever is later. This contract may be renewed for three (3) additional two year periods upon the mutual agreement of both parties.
2. **Scope of Work.** The Contractor shall provide the ballot sorter and related software license for use of the same (the “Work”), described in Exhibit A attached hereto and incorporated by reference herein. Work shall be performed in accordance with a schedule approved by the County and Contractor.

Additional equipment terms, software license terms, and maintenance terms and conditions are set forth in Exhibit B, attached hereto and incorporated by reference herein.

3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Six Hundred Eighty-Nine Thousand Nine Hundred Thirty-One dollars (\$689,931.00)**, for performing the Work required by this Contract. Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
4. **Invoices and Payments.** Upon installation and acceptance of the ballot sorter, Contractor shall submit an invoice for (a) one hundred percent (100%) of the purchase price of the ballot sorter as set forth on Exhibit B, (b) one hundred percent (100%) of the first year on-call maintenance services fees as set forth on Exhibit B, and (c) one hundred percent (100%) of the first year license fees as set forth on Exhibit B. On each anniversary of the effective date of the Contract, Contractor shall submit an invoice for (a) one hundred percent (100%) of the next year’s on-call maintenance services fees and (b) one hundred percent (100%) of the next year’s license fees, each as set forth on Exhibit B. Payments shall be made to Contractor within forty-five (45) days following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

Invoices shall reference the above Contract Number and be submitted to: JLarsen@clackamas.us

5. **Travel Expense Reimbursement.** Authorized: Yes No

If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.

- 6. Contract Documents.** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, and Exhibit A (Statement of Work), and Exhibit B (Equipment, Maintenance & Application Software Order Form).

7. Contractor and County Contacts.

Contractor Administrator: Karen Conlan Phone: 818-512-5838 Email: Karen.Conlan@bluecrestinc.com	County Administrator: Catherine McMullen Phone: 503-722-6086 Email: CatherineMcMullen@clackamas.us
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ARTICLE II.

- 1. Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later. Notwithstanding the foregoing, if any duly authorized representative of County is a third party then such third party shall execute a Confidentiality Agreement, in form and substance acceptable to County and Contractor, prior to being granted access to such books, documents, papers, and records of Contractor.
- 2. Availability of Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby

consents to the personal jurisdiction of the courts referenced in this section.

6. **Hazard Communication.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.
7. **Responsibility for Damages; Indemnity.** Contractor shall be responsible for all damage to property, injury to persons, and loss or expense, which may be caused by, or result from, any act, omission, or neglect of Contractor. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

8. **Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed (subject to Contractor's agreement) and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.

<input checked="" type="checkbox"/> Required – Commercial General Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.

<input checked="" type="checkbox"/> Required – Professional Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required - Cyber Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions.

The policies shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

10. Limitation of Liabilities. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 14 or Section 21, neither party shall be liable for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

11. Notices. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. If notice is sent to Contractor, a copy shall be sent to BlueCrest, North American Sales, 37 Executive Drive, Danbury, Connecticut 06810 (with a cc hard copy to Legal) and legal@bluecrestinc.com. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County’s normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

12. Reserved.

13. Representations of Warranties. Contractor represents and warrants the following:

- A. Contractor has the power and authority to enter into and perform this Contract;
- B. This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- C. Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
- D. Contractor is an independent contractor as defined in ORS 670.600.

If providing goods, the Contractor warrants for a period of one year from the date of acceptance of such goods that the goods shall meet all standards and specifications set forth in Exhibit A , that the goods shall be merchantable, and shall be fit for County’s intended use, described in Exhibit A. As necessary, the County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this warranty. Failure of Contractor to promptly address problems pursuant to this warranty shall be deemed a material breach of this Contract.

- E. If providing services, the services provided by Contractor under this Contract will be performed in a workmanlike manner and in accordance with the highest professional standards.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

14. Delivery and Inspections.

- A. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until delivery, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.

- B. Goods furnished under this Contract will be subject to inspection and test by the County during the fifteen (15) day period following installation, at times determined by the County in its reasonable discretion. The County shall notify the Contractor of and allow the Contractor to attend such inspection and testing. If the County finds the goods furnished to be incomplete or not in compliance with the Contract, the County will provide the Contractor an opportunity to correct any defects without charge. In the event the Contractor is unable to remedy any defects within thirty (30) days, the County may (i) offer the Contractor additional time to remedy the defects, (ii) negotiate with Contractor to sell the goods to the County at a reduced price, or (iii) reject the goods and terminate the Contract, and pursue any and all rights and remedies available to County at law, in equity, or under this Contract. Nothing in this paragraph shall in any way affect or limit the County's rights as a buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

- 15. Survival** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 5, 6, 7, 10, 12, 13, 15, 16, 17, 18, 21, 22, 23, 27, and 31, and all other terms and conditions which by their context are intended to survive termination of this Contract.

- 16. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

- 17. Subcontractors and Assignments.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Article II, Sections 1, 7, 8, 13, 22, and 31, as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

- 18. Successors in Interest.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

- 19. Tax Compliance and Certifications.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this

Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

- 20. Termination.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed provided that the County has paid for such documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work and that are generally available to Contractor's customers.

- 21. Remedies.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it at law, in equity, or under this Contract including, but not limited to, any remedy available under ORS Chapter 72, together with the right to recover from Contractor any costs incurred by County in addressing Contractor's breach of contract, which costs expressly include the hourly costs of all additional staff or temporary workers hired by County. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

- 22. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

- 23. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

24. Reserved

- 25. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

- 26. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

- 27. Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

- 28. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:
- Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

29. Reserved.

30. Reserved.


31. Merger. This Contract constitutes the entire agreement between the parties with respect to the subject matter referenced herein. There are no understanding, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature hereto of its authorized representative, acknowledges having read and understood this contract and Contractor agrees to be bound by its terms and conditions.

32. Execution and Counterparts. This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

33. Amendment. This Contract may only be modified in writing signed by the parties.

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

DMT Solutions Global Corporation dba BlueCrest Clackamas County
 37 Executive Dr.
 Danbury, CT 06810

	8/22/2024	_____	_____
Authorized Signature	Date	Signature	Date

Susan Gabrielsen, SVP Sales North America Name: _____
 Name / Title (Printed)

1452034-93 Title: _____
 Oregon Business Registry #

Approved as to Form: _____


FBC/Delaware		08/26/2024
Entity Type / State of Formation	County Counsel	Date

EXHIBIT A
STATEMENT OF WORK



ELEVATE VBM
Statement of Work

Prepared For:



Revision 1.1



EXHIBIT A

NOTICE of CONFIDENTIALITY

~~The information contained in this document and the solution proposed is proprietary and confidential to BLUECREST. These materials can be used solely for the purpose of evaluating a possible transaction between BLUECREST and its prospective Clackamas County. No recipient of these materials may use them for its own commercial advantage. The recipient of these materials must hold them in confidence and shall not distribute them, in whole or in part, to any other individual or entity in any form without the prior written consent of BLUECREST management.~~

EXHIBIT A

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EXHIBIT A

1. Version History & Project Teams

Revision History List			
Version	Date	Initials	Notes
1.0	02 May 24	WAR	Initial creation
1.1	04 Jun 24	WAR	

Clackamas County Contact List			
Name	Title	Office Phone	Email
Catherine McMullen	County Clerk	503-722-6086	CatherineMcMullen@clackamas.us
Justin Larsen	Elections Manager		jlarsen@clackamas.us

BlueCrest Contact List			
Name	Title	Office Phone	Email
Craig Chapel	Account Executive	310-872-4747	Craig.Chapel@bluecrestinc.com
Val Guyett	Director, VBM	360-481-5490	Val.Guyett@bluecrestinc.com
Scott Westberg	Director, Global Support	847-423-7454	Scott.Westberg@bluecrestinc.com
David Wilkinson	Sr. Project Engineer	203-231-8402	David.Wilkinson@bluecrestinc.com
Michael Grosspietsch	Support Engineer	847 571 6564	Michael.Grosspietsch@bluecrestinc.com
David Silverio Torres	Area Manager	916-708-5596	David.Torres@bluecrestinc.com
Wil Rodgers	Sr. Solutions Engineer	203-942-9446	Wil.Rodgers@bluecrestinc.com

2. Introduction

The purpose of this document is to define the specifications and requirements for the system to be delivered by BlueCrest and to serve as an agreement between BlueCrest and Clackamas County Elections as to the responsibilities and requirements from each party that are necessary to ensure successful delivery of the system. It will also serve as the reference for final system acceptance upon the successful installation of the features and functionality described herein.

Approval of this document is required before the solution can be implemented. This document may not be edited without prior approval by BlueCrest. Client-driven changes or requests for functionality outside of the scope of this document are to be managed through the BlueCrest Change Request Procedure detailed later in this SOW.

Bluecrest will coordinate actual dates of installation with the Client prior to finalizing the implementation schedule. The work detailed within this SOW is to be performed during normal business hours (Monday through Friday between the hours of 8am and 5pm) at the client's current location listed below:

Ship to Address
TBD

Quote ID
QUO015229

3. Solution Overview

The configuration for the new equipment is as follows:

- Criterion® Elevate Front End (Single Tier)
- 16 Single Tier Dual Sided Bins with Slide Out Trays and Overhead Racks
- One Front-side SABRE™ VBM Camera
- Selective Inline Opener
 - Includes chip extraction vacuum system
- Integrity Package (Thickness and Doubles Detection)
- Signature Detection Software
- Cartridge endorsement printer
- Laser Report and Tray Tag Printer
- WinSort VBM Server
- Hand Scanner
- Auto Signature Verification Software
- VBM Data Review & Image Capture Client Software
 - Side by Side data comparison
- Integration to Clackamas County EMS (ORVIS)
- Installation, On-site Testing and Training

Sorter cycle speed is 18,000 pieces per hour. System is capable of processing letter mail at the following throughputs:

- Approximately 13,000 pcs/hr when processing 6 x 9” envelopes without use of cutter.



4. Deliverables / Solution Components

QTY	PCN	DESCRIPTION
1	FAEO	ELEVATE SORTING SYSTEM
1	851000	FRONTEND ASSY, ELEVATE 2021
1	600193	KIT, INTERBUS, 1-TIER, APEX
1	821200	LABEL, SERVICE TAG
1	800092-06	KIT, DOUBLES DETECT, COGNEX, ELEVATE
1	5559790000	KIT, LASER THKNS DETECT, ORION
1	5512570000	KIT, INLINE PRINTER, ELEVATE
1	850507	KIT, CUTTER MOD, ELV, GEN2
1	6394160000-1	KIT, ELEVATE, BIN CONFIG, 1T, DBL SIDE
1	5613170000	KIT, STKR, 1T, 16 POCKET, DBL SIDE, ELEVATE
6	5994070000	KIT, CASTOR ASSY, ELEVATE
1	516143	KIT, TRANS CVR 1 TIER SHORT BIN, RK
1	99.44224	KIT, SLIDE TRAY
1	500501	KIT, UPPER RACK
1	99.44223.2	KIT- TAG PRINTER, DBL SIDE, NO SHELF
9	851470	POCKET ASSY, 120 IPS, SRH
9	851472	POCKET ASSY, 120 IPS, SLH
1	890144-D.1	KIT, SABRE NTWK 8" ELE, VBM, 2U
1	600009-02A	KIT, SORT MGR, VBM, W/OPT MOD POSTAL PLUS 1D/2D ENHANCED
1	SDH-ALL	WABCR LASER REPORT PRINTER (REPL'MENT OF 1E30)
1	1E31	
1	RDYG	HAND SCANNER, CORDLESS
1	RVCJ	RV MULTIPLE (ROI) DETECT SOFTWARE
1	SR2S	REMOTE DIAGNOSTIC SERVER
1	516646	SERVER, 2U SORTER, VBM - INCOMING
100	SRTLB	CUSTOM ENG LABOR -SORTER
1	SR7T	INSTALLATION & TRAINING
1	VSM_Sorter_01	ASV, 1 MILLION CLICKS

EXHIBIT A

5. Elevate Operational Specifications

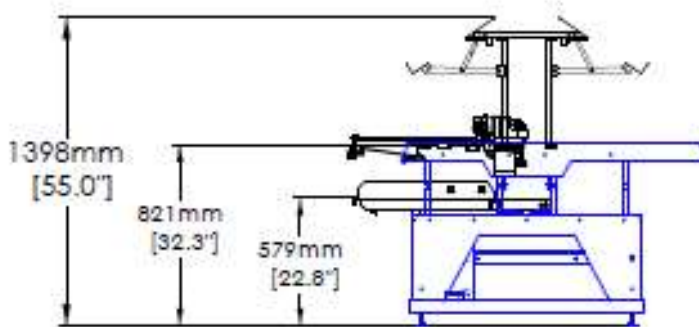
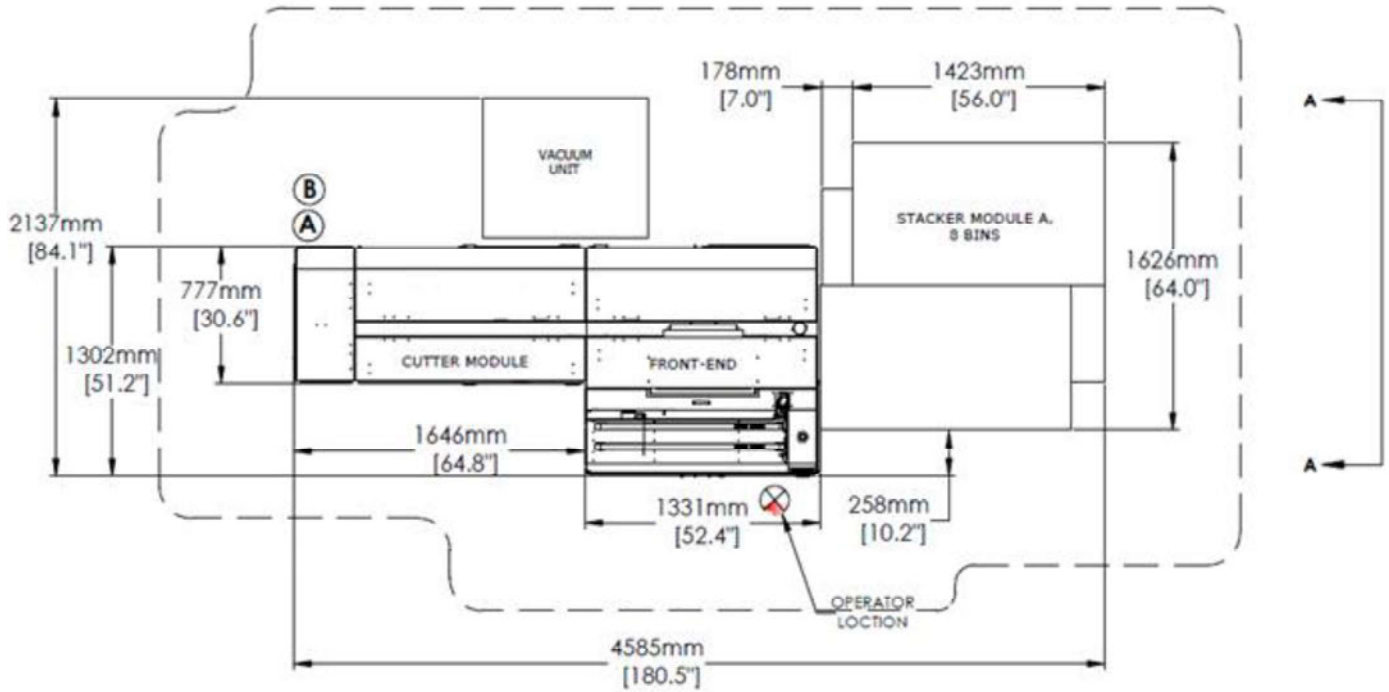


Clackamas County is responsible for meeting all operational requirements.

5.1 Machine Layout

Elevate – 16 Dual Sided Single Tier Bins

Minimum Walkaround Required = 30"



VIEW A-A, 1-TIER
SOME OBJECTS NOT
SHOWN FOR CLARITY

EXHIBIT A

5.2 Electrical Requirements



Power requirements include line quality suitable for computer equipment. Hard wire ground to building grounding point and compliance with local and NEC wiring codes.

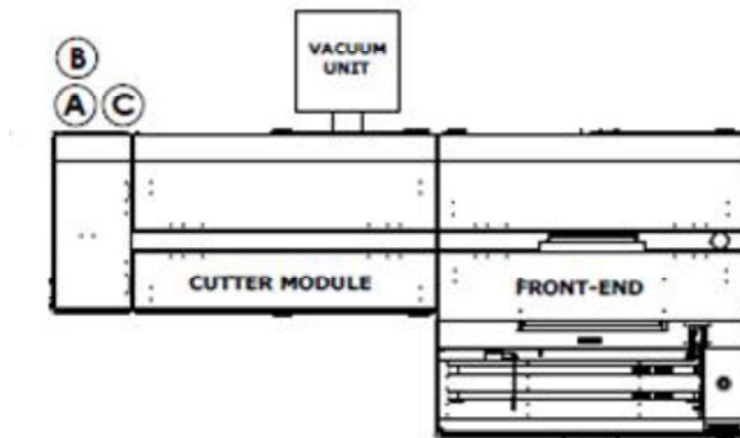
MINIMUM SERVICE REQUIREMENTS:

1 – Sorter 208VAC 60Hz 3 PHASE 5 WIRE = 20A

Networking requirements

Client will provide and install individual runs of CAT-5E or CAT-6 cables from the device or module to the BlueCrest server or workstation. No single run will exceed 100 meters in length. Bluecrest recommends running a second pair of CAT-5E or CAT-6 at the time of installation for redundancy.

5.3 Power and Network Drop Location



CONNECTION INFORMATION:

MAIN INPUT: 208VAC, 20A, 3 PHASE 5 WIRE POWER, BOTTOM ENTRANCE PORT.

- MAIN DROP LOCATION: **A**
- NETWORK DROP LOCATION: **B** (CAT6 MINIMUM)
- VACUUM DROP LOCATION: **C**

VACUUM INPUT:

- EXTERNAL VACUUM IS CONTROLLED BY THE CUTTER CONTROL PANEL INSIDE MODULE.
- CUTTER CONTROL PANEL EQUIPPED WITH 3 WIRE 3 BLADE INPUT.
- DROP REQUIRES SUITABLE CORDAGE WITH MATING CONNECTOR.
- SUITABLE MATES ARE HUBBLE PART NUMBERS HBL5969VY OR SIMILAR
- VACUUM UNIT LOCATION SHOULD BE NEAR THE SORTER.

EXHIBIT A
REDACTED

EXHIBIT A
REDACTED

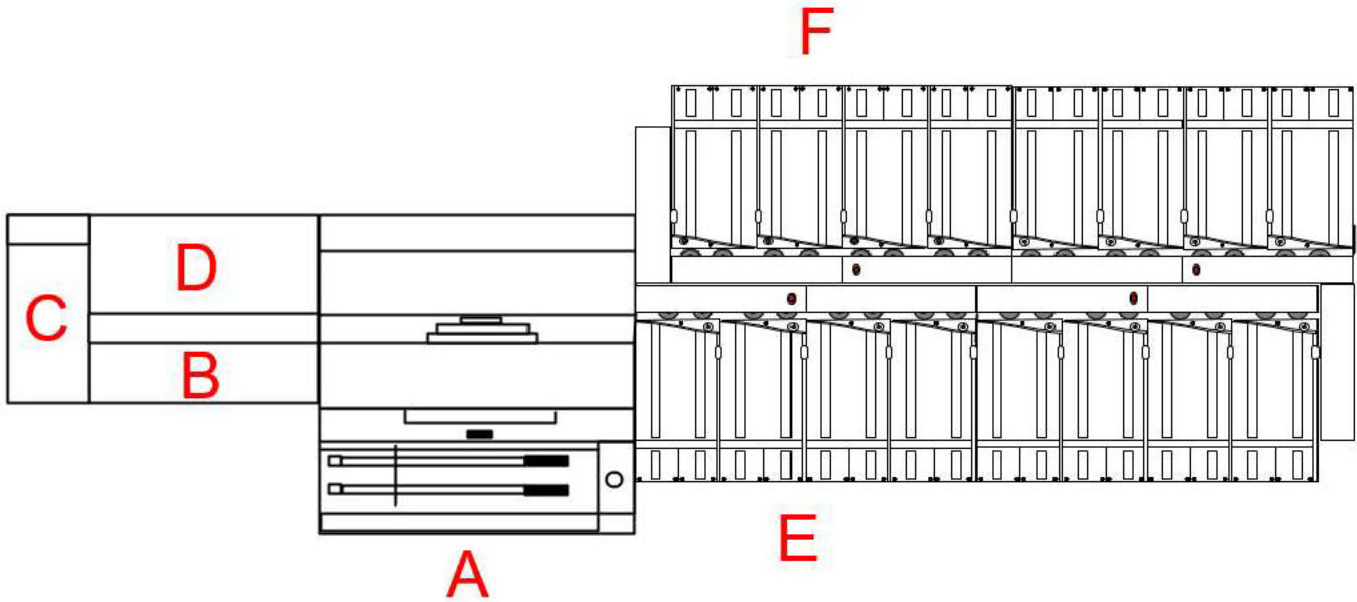
EXHIBIT A
REDACTED

EXHIBIT A

Clackamas County will be responsible for providing internet access. BlueCrest will configure the firewall provided with the BlueCrest solution to ensure that only designated trusted sites and access points are allowed through the firewall. These sites and firewall settings will be documented for review by the County.

Clackamas County will be responsible for security and data integrity for any device used to interact with the BlueCrest server dedicated for use by County users.

8. System Component Description



Item Number	Component Descriptions
A	High Speed Feeder: Front End
B	Cutter Module
C	Turn Module
D	Blank
E	Stacker Module (A) 8 Bins
F	Stacker Module (B) 8 Bins

8.1 Elevate

Small footprint front-end with a processing speed of 13,000 envelopes/hour for #10 envelope or 6" x 9" booklet envelopes, including a friction feeding mechanism to handle a wide range of letter mail.

8.2 X-Class Bins

16 Modular Bins Dual Sided with slide out trays for one-to-one bin/tray storage of ballots in process. Additional bin sections can be added for more finite precinct sorting if needed.

8.3 Sabre VBM Front Side Camera

Capable of reading barcodes and signatures at high speed, matching then to your EMS database for fast verification

EXHIBIT A

8.4 Doubles Detector

This device is located below the mail path and will analyze an image of the edge of the envelope to identify any envelopes that are stuck together. Any such double feeds will be sorted to the reject bin to ensure that the second envelope is separated and processed correctly.



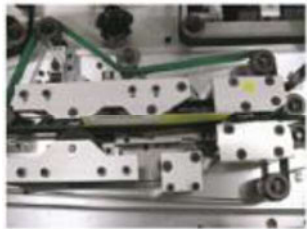
8.5 Thickness Detector

A laser-based thickness detector to identify envelopes that are too thick or too thin and therefore may have the incorrect number of ballots. Common scenarios that contribute to these conditions are members of a household putting all their ballots into one envelope, and a voter forgetting to include the ballot when sealing the envelope. The thickness detector will outsort these envelopes to the reject bin, so that they can be investigated and correctly handled. Thickness thresholds are user defined.



8.6 Inline Opener

An inline selective opener will open the envelopes by milling the bottom of the envelope typically concurrent with the final sorter pass, eliminating the additional staging, monitoring and manual effort required to run all the envelopes through a batch opener. A vacuum collector is provided to ensure efficient removal of paper chips.



8.7 Cartridge Printer

A printer that prints date, time, and return source on each envelope.



9. Reports

- **Counts by Batch:**
 - a. Shows the Group Number, Bin Number, Sort (Precientl) Code, Challenge Code, and Count.
 - b. The counts for this report are based on the number of pieces physically run, therefore duplicates will be counted as many times as they are run. If duplicate instances are deleted, this report will need to be regenerated to reflect the final counts.
- **Counts by Mail Source:**
 - a. Shows the count by mail source (USPS, drop box, etc.).
- **Counts by Stage:**
 - a. Displays an overall view of where all pieces in an election project are in the process.
- **Counts by Code:**
 - a. Lists the number of ballots for each Challenge Code.
- **Difference report**
 - a. Shows various summary metrics for a quick understanding of the First Pass to Fine Sort processing.
- **Duplicate Report**
 - a. Shows how many envelopes in the batch have the same Application ID.
 - b. A duplicate check is performed each time the run screen is exited, and this report is generated.
- **Missing Reference Signatures:**
 - a. Lists the Image name for imported data records that do not have corresponding reference images.
 - b. This report can be generated from the Exception Reports section of the Reports page and then clicking on “Missing Ref Images”

EXHIBIT A

10. Processing Steps

The following is a description of the workflow for the Clackamas County Elevate system. The goal is to identify all eligible ballots and to sort each ballot by its precinct level in groups. The data will be obtained from the web services interface. BlueCrest will continue to work with Clackamas County if modifications are required.

**Prior to Incoming Scan Pass Processing: Sorter Information File, (SIF) data is provided by ORVIS webservice interface and should remain current throughout the election.*

The Ballots must be staged for sortation and grouped by USPS, drop box, or mailing center location.

1. The Clackamas County operator will need to coordinate the proper location profile to the physical mail to be processed by the sorter.
2. As the sorter is processing mail it will route good mail pieces and divert rejected pieces into their respective reject bins.
3. Rejected pieces which are re-run back through the sorter will need to adhere to the proper profile to which they belong. This will require the sorter operator to first separate all pieces accordingly by their profile.
4. Those pieces which cannot be re-run through the sorter for whatever reason, will need to be identified and handled in a separate process as defined by Clackamas County.

The Incoming Scan Pass is the first process step for the return envelopes through the Elevate sorter - This process step performs the following:

Incoming Scan Pass: As the name implies, this is the first time an envelope will be run on the system. A customer configured batch count is assigned and can include the following functions:

- I. Application ID Scan
- II. Double Envelope Detection
- III. Thickness Detection
- IV. Signature Detection
- V. ASV
- VI. Signature Crop
- VII. Provide voter Signature images to for Manual Signature Verification (County will provide workstations).
- VIII. Time & Date stamp applied to an agreed upon clear area on the envelope.

Re-Pass (Optional): This processing step will use the same sort scheme as the First Pass, and only envelopes that have been processed in First Pass are eligible to be run in Re-Pass.

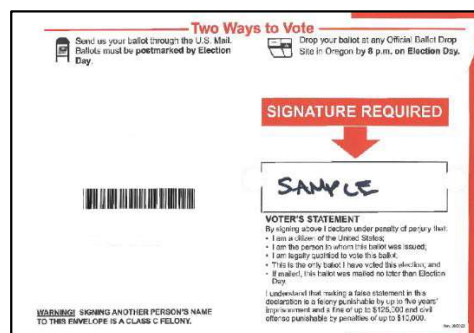
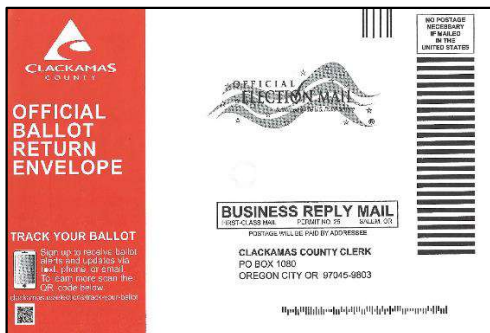


EXHIBIT A

Data Verification Step:

Data Verification will be performed by using the BlueCrest Manual Verification Client Software.

- The cropped data images captured by the Elevate solution will be placed in a directory on the BlueCrest server.
- Both the captured and the reference images for each voter will be displayed side-by-side on local workstations for the Clackamas County election staff to make the comparison.
- Clackamas County staff then validates each image using the MSV clients, and assigns the proper disposition for each voter i.e., good, challenged, void etc.
- As the Election staff validates each image the Vote by Mail™ database record will be updated with the disposition for each voter processed.

Final Sortation Step – The final sort for Clackamas County is to group the envelopes into batches as defined by Clackamas County (on occasion, the County may elect to group by precinct). The batch sizes will also be determined by the county. Clackamas County should consider the number of available pockets during the final sort. Example: for a 16-pocket sorter with 1 for Reject, 1 for Out of Scheme, 1 pocket used for challenges, leaves 13 available pockets for Precinct Level sortation.

Reject	Out of Scheme	CHLNG	Precinct	Precinct	Precinct	Precinct	Precinct	Precinct	Precinct
1	2	3	4	5	6	7	8	-	16

As part of the implementation and training – The trainer will train the election staff on how to setup sort schemes using the Sort Scheme Editor software. This will allow the election staff to setup the desired sort scheme that best meets Clackamas County requirements. Training to create sort schemes will be conducted.

EXHIBIT A

11. Clackamas County Workflow:

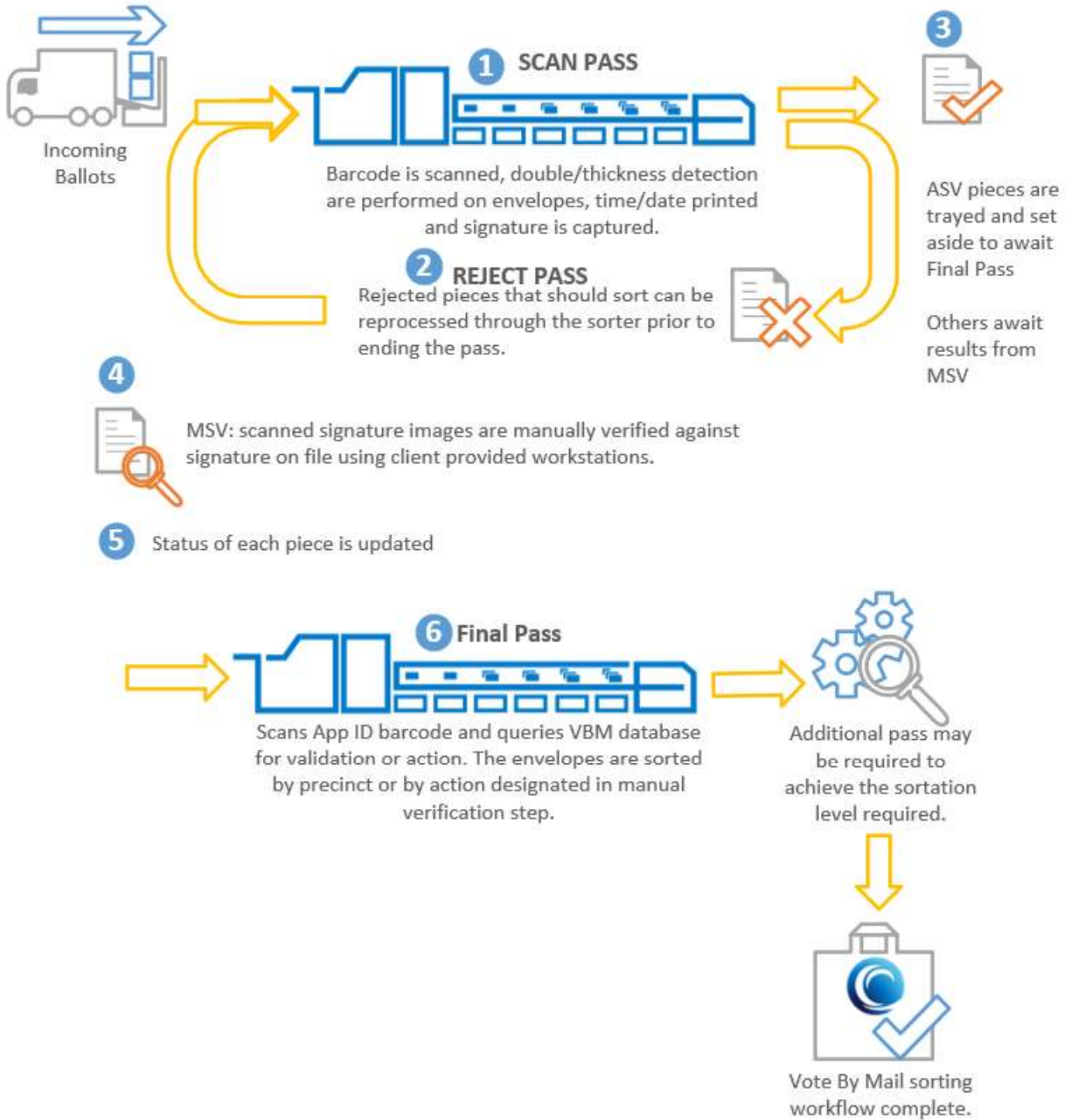


EXHIBIT A

Duplicate Identification and Handling

The system checks for duplicate instances of the same Application ID at various processing stages. Duplicates that are found across First Pass batches can be easily reviewed using the included Data Review Server web pages, which includes links to the full envelope image for ease of investigation (please refer to the screenshot below).

The screenshot displays two web interface sections. The top section, titled "First Pass Batch 14 Status", contains several action buttons: "Initial Review Complete", "Ready for RP/FS", "Clear Review Session", "Upload GOOD to EMS", "Delete Batch", "Reset Batch", "Close Batch", "Batch Detail", and "Upload All to EMS". The bottom section, titled "Duplicates", features a table with the following data:

<input type="checkbox"/>	Id	Piece ID	Ballot ID	Batch	Bin	Code	Voter ID	Image ID	Time	Record Status
<input type="checkbox"/>	9168	1200430143112060	166866095	14	9	248 - For Review	12315796	100000034	April 30, 2020, 2:44 p.m.	3
<input type="checkbox"/>	9169	1200430143112061	166866095	14	9	248 - For Review	12180760	100000035	April 30, 2020, 2:44 p.m.	3

Below the table is a red "Delete Selected" button.

After investigating the root cause of the duplicate and removing the duplicate envelope (if any), the instance can be deleted from the same user interface. Each instance that is deleted will be logged in the Audit Log (along with the USERNAME and time stamp). Reports that are generated after the instance is deleted will reflect the changed counts due to the deleted instance. Along with the Doubles Detector and Thickness Detector, the functionality to investigate and handle duplicates helps to maintain accurate system counts that match the actual physical piece counts.

Batch Status

As the election process progresses, the number of batches keeps increasing, and it can be challenging to keep track of the batches. A status screen displays all the batches run to date, including the type of batch and a status code associated with it to identify conditions such as:

- A duplicate in a batch (in which case it cannot proceed to review until the duplicate has been addressed).
- Batch Closed and the batch can be exported.
- Batch ready for Repass/Fine Sort after receiving update from ORVIS.

EXHIBIT A

A sample screenshot is shown below:

Initial Review		Additional Review		Batch Status										ID: 07	
Batch	Machine	Job	Type	Status	Sorted	CC	Trk Review	Preprocessing	Start	End	Notes	Export			
<input type="checkbox"/>	16	1	VBM_1_FP	First Pass	30 - Sorter Batch Close	354	275	354	02/15/2023	02/15/2023 3:40 p.m.	02/15/2023 3:43 p.m.	-			
<input type="checkbox"/>	15	1	VBM_1_FP	First Pass	30 - Sorter Batch Close	400	313	400	02/15/2023	02/15/2023 3:35 p.m.	02/15/2023 3:40 p.m.	-			
<input type="checkbox"/>	14	1	VBM_1_FP	First Pass	99 - Done	0	15	0	02/15/2023	02/15/2023 3:29 p.m.	02/15/2023 3:32 p.m.	Batch Deleted			
<input type="checkbox"/>	13	1	VBM_1_FP	First Pass	99 - Done	0	293	0	02/15/2023	02/15/2023 3:26 p.m.	02/15/2023 3:29 p.m.	Batch Deleted			
<input type="checkbox"/>	12	1	VBM_1_FP	First Pass	30 - Sorter Batch Close	400	282	400	02/15/2023	02/15/2023 3:22 p.m.	02/15/2023 3:26 p.m.	-			
<input type="checkbox"/>	11	1	VBM_1_FP	First Pass	30 - Sorter Batch Close	400	301	400	02/15/2023	02/15/2023 3:16 p.m.	02/15/2023 3:21 p.m.	-			
<input type="checkbox"/>	10	1	VBM_1_FP	First Pass	99 - Done	0	22	0	02/15/2023	02/15/2023 3:13 p.m.	02/15/2023 3:16 p.m.	Batch Deleted			
<input type="checkbox"/>	9	1	VBM_1_FP	First Pass	30 - Sorter Batch Close	302	220	302	02/15/2023	02/15/2023 3:06 p.m.	02/15/2023 3:11 p.m.	-			
<input type="checkbox"/>	8	1	VBM_1_FD	First Pass	99 - Done	0	49	0	02/15/2023	02/15/2023 3:04 p.m.	02/15/2023 3:07 p.m.	Batch Deleted			
<input type="checkbox"/>	7	1	VBM_1_FP	First Pass	30 - Sorter Batch Close	400	298	400	02/15/2023	02/15/2023 3 p.m.	02/15/2023 3:04 p.m.	-			
<input type="checkbox"/>	6	1	VBM_3_FS	Fine Sort	99 - Done	0	0	0	02/15/2023	02/15/2023 2:51 p.m.	02/15/2023 2:51 p.m.	Batch Deleted			
<input type="checkbox"/>	5	1	VBM_1_FP	First Pass	99 - Done	0	0	0	02/15/2023	02/15/2023 2:48 p.m.	02/15/2023 2:50 p.m.	Batch Deleted			
<input type="checkbox"/>	4	1	VBM_3_FS	Fine Sort	99 - Done	0	0	0	02/15/2023	02/15/2023 2:28 p.m.	02/15/2023 2:28 p.m.	Batch Deleted			
<input type="checkbox"/>	3	1	VBM_3_FS	Fine Sort	99 - Done	0	0	0	02/15/2023	02/15/2023 2:12 p.m.	02/15/2023 2:18 p.m.	Batch Deleted			
<input type="checkbox"/>	2	1	VBM_2_PD	Re-Pass	99 - Done	0	3	0	02/15/2023	02/15/2023 2:08 p.m.	02/15/2023 2:11 p.m.	Batch Deleted			
<input type="checkbox"/>	1	1	VBM_1_FP	First Pass	99 - Done	0	44	0	02/15/2023	02/15/2023 1:23 a.m.	02/15/2023 1:34 p.m.	Duplicat ...			

Initial Review Additional Review EMS downloaded on 02/15 16:55, 0:401

Clackamas County Challenge Codes (Example)

The VBM system can sort based on various codes associated with the Application ID. Some codes are provided by the ORVIS, some are generated on the sorter based on certain conditions, and others result from validation checks across the data from the envelopes run on the sorter. Examples of such codes include:

Abbreviation
Non-matching signature
No voter signature
Sig Swap
Voter already voted
Ballot was not received on time
Multiple ballots returned in one envelope
Voter deceased
Ballot missing from envelop
Other
VBM ballot was undeliverable
VBM ballot - Temporary Away
First Time Federal Voter
Pending due to roster verification
Under Review
No Res Address
Duplicate

NOTE: At the analysis step for RePass and Fine Sort, you can clear (turn off) specific flag codes, which results in the codes being reassigned based on the priority described earlier. For example, if you clear the ID required check box, the analysis process ignores the ID required code and checks for the Duplicate flag code.

12. Training

One session of operator training is provided free of charge for the Clackamas County staff at the time of installation. This training covers the operation, use, configuration, and normal daily operator maintenance of the systems, as well as applicable health and safety issues.

The operator training will cover routine tasks such as paper loading/unloading, recovery from product jams, setup, and adjustments. The training will occur during normal business hours (8:30 AM to 5:00 PM). All training will be conducted at the customer site and will take three to three and one-half days.

12.1.1 Training Requirements

BlueCrest will provide operator and administrative training at the Clackamas County facility. During the training period, BlueCrest will cover the feature sets and offer suggestions to the Clackamas County operators to aid in more efficient processing.

Clackamas County is responsible for:

- Ensuring the appropriate individuals attend training.
- Providing test mail following installation for testing and training
- Providing corresponding data

BlueCrest is responsible for:

- Delivering and installing each hardware and software module to meet the agreed upon specifications as outlined within this document.
- Providing training and all training materials

EXHIBIT A

14. Approval Signatures

The signing of this document represents approval of the specifications defined within. Signature is required to complete the order process. Additional functionality can be defined, scheduled, and priced separately. Any change of scope is subject to pricing review and schedule adjustments.

Clackamas County

Date

Susan Jabruler

BlueCrest

8/22/2024

Date



15. Appendix

15.1.1 System Supplies

BlueCrest provides clients with the following method of ordering and re-ordering supplies for your Elevate.

Part #	Description
05847RM:	TAGSTOCK (EA=RL, 12 RL PER CASE)
6418880000:	INK CARTRIDGE, XIJET
799991-01	BLUE WIPES LINT FREE (300/PAK)

To place an email order; go to DMTPartOrders@bluecrestinc.com or call: (844) 622-2583

15.1.2 Documentation

The Elevate™ provides the following manuals in electronic form.

15.1.2.1 Operator Guide

The Operator Guide details the theory of operation, specifications, operating guidelines, and important safety precautions of the Elevate™. sorter.

15.1.2.2 Vote by Mail (VBM) Application Guide

The VBM Application Guide details the Operational process, Process guidelines, and Application Processes the Elevate™. sorter. Operators shall read and understand the manual and complete a training course on proper machine operation and maintenance prior to operating the Elevate™.

Operators will be shown how to access the Operator Guide and the Vote by Mail Application Guide both resident on the Elevate™.

EXHIBIT A

15.4.1.1 Project Change Request Form

The following section is to be completed by the Customer:

Project Name	
Request Short Name:	
Date Submitted:	<i>(mm/dd/yyyy)</i>
Requested By / For:	
Required By:	<i>(mm/dd/yyyy)</i>
Request Description:	
Business Justification:	

The following sections are to be completed by the BlueCrest Project Manager:

Description of Change to Project			
Impact of Change to Project (Schedule, Cost, Quality)			
Pricing			
Task Description	Components	Professional Services	Costs
Pricing Notes:			
Risk Assessment			
Evaluated By	Signature	Date	

The following sections are to be completed jointly by the BlueCrest Project Manager and the Customer:

Agreement		
Evaluated By	Signature	Date

Authorizations			
Disposition	Signature	Project Manager	Date
<input type="checkbox"/> Approved <input type="checkbox"/> Rejected		Customer	
<input type="checkbox"/> Approved <input type="checkbox"/> Rejected		Customer	



EXHIBIT A

16. Project Timeline

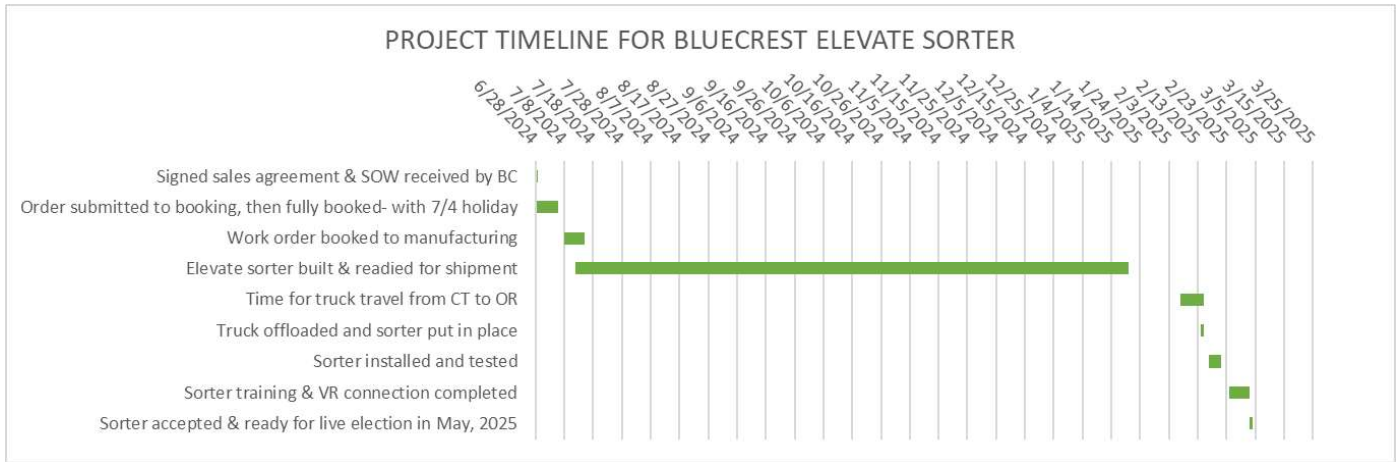


EXHIBIT B
DMT SOLUTIONS GLOBAL CORPORATION
(d/b/a BlueCrest)

EQUIPMENT, MAINTENANCE & APPLICATION SOFTWARE
ORDER FORM
(“Order”)

EXHIBIT B

<p>DMT SOLUTIONS GLOBAL CORPORATION (d/b/a BlueCrest)</p> <p>EQUIPMENT, MAINTENANCE & APPLICATION SOFTWARE ORDER FORM ("Order")</p>

		DATED: 5/6/2024	
BILL TO		INSTALL ADDRESS (if different)	
Client Name:	CLACKAMAS COUNTY	Client Install Facility:	CLACKAMAS COUNTY
Address:		Address:	1710 RED SOILS CT UNIT 100
City, State, Zip:		City, State, Zip:	OREGON CITY, OR 97045
Client Acct #:		Client Acct #:	
Phone #:		Phone #:	503-722-6086
Contact Name:		Contact Name:	CATHERINE McMULLEN

EQUIPMENT					
Qty	Item	Equipment Description (Model)	Unit Price	Discount/Trade-In Allowance	Net Equipment Price*
1		18K, 16 bin ELEVATE sorter; Includes 1D & 2D Omni directional scanning; image capture, double detect, thickness detection and endorsement printer			\$294,371.00
1		Includes installation and training			
Requested Install Date:				Aggregate Net Equipment Price Subtotal	\$294,371.00
TAX EXEMPT: <input type="checkbox"/> State <input type="checkbox"/> County <input type="checkbox"/> City (Attach Certificate)				Estimated Aggregate Freight**	INC
				Total Net Equipment Price (Excluding Tax)	\$294,371.00

EQUIPMENT PAYMENT TERMS	
As set forth in the Clackamas County Contract.	

MAINTENANCE SERVICES					
Equipment Description (Model)	Equipment Serial Number	Equipment Location	Maximum Annual Cycles included in Maintenance Fee	On-Call Maintenance; On-Site Maintenance;	Annual Maintenance Service & Protect Fees
1	TBD	VBM ELEVATE SORTER- Oregon City, OR		On-call – Supports 2 elections per year	Year 1: \$17,502.00 Year 2: \$18,027.06 Year 3: \$18,567.87 Year 4: \$19,124.90 Year 5: \$19,698.65
PROTECT SERVICES: <input type="checkbox"/> Protect (Quarterly) <input type="checkbox"/> Protect+ (Monthly) Location: _____ # of Assets/Seats Purchased: _____					NOT APPLICABLE
PROTECT SERVICES TERMS: https://www.bluecrestinc.com/legal/protect-service-terms/					
TAX EXEMPT: <input type="checkbox"/> State <input type="checkbox"/> County <input type="checkbox"/> City (Attach Certificate)			Special Billing Requirements:		Net Subtotal
					Total Price (Excluding Tax)

MAINTENANCE SERVICES PAYMENT TERMS	
As set forth in the Clackamas County Contract.	

EXHIBIT B

APPLICATION SOFTWARE & MAINTENANCE SERVICES									
Qty	Licensed Product	BlueCrest Software or BCC Software	Production License / Non-Production License	License Term (Perpetual / Term)	Number of [Users] [Transactions] [Customers (if Service Provider)]	License Fee Perpetual /Annual Term	Annual Maintenance Fee (if applicable)	On Premise Or SaaS	Aggregate Fees
1	SMLA	BC SW					Year 1: \$18,458.00 Year 2: \$19,011.74 Year 3: \$19,582.09 Year 4: \$20,169.55 Year 5: \$20,774.64		Year 1: \$18,458.00
1	ASV	BC SW			1 Million signatures per year		Year 1: \$29,520.00 NOT TO EXCEED FIGURES: Year 2: \$36,667.00 Year 3: \$36,667.00 Year 4: \$36,667.00 Year 5: \$36,667.00		Year 1: \$29,520.00
Installation Site and Requested Install Date:				Special Billing Requirements:		Total Net Application Software & Maintenance Services Fees (Excluding Tax)			YR 1-\$47,978.00
TAX EXEMPT: <input type="checkbox"/> State <input type="checkbox"/> County <input type="checkbox"/> City (Attach Certificate)									
APPLICATION SOFTWARE & MAINTENANCE PAYMENT TERMS									
As set forth in the Clackamas County Contract.									

**EXHIBIT A
BlueCrest Terms and Provisions**

These BlueCrest Terms and Provisions (including but not limited to any applicable Statements of Work and/or Exhibits) apply to the transaction between you and BlueCrest set forth on the BlueCrest Equipment, Maintenance & Application Software Order Form to which these BlueCrest Terms and Provisions are appended. Please read these terms and provisions carefully as they govern your agreement with BlueCrest.

1. **Definitions.** Capitalized terms have the meanings set out or referred to in this Section 1.

“Agreement” means the Clackamas County Contract, the Order, the BlueCrest Terms, and , as applicable, the SoW.

“Application Software” means the on-premise application software identified on the Order.

“Application Software Maintenance Services” means the Application Software maintenance services identified on the Order and more specifically set forth in Section 5(e) of this Master Agreement

“BCC” means BCC Software, LLC.

“BlueCrest” means DMT Solutions Global Corporation, a Delaware corporation doing business as BlueCrest.

“BlueCrest Terms” means these BlueCrest Terms and Provisions.

“Clackamas County Contract” means the Clackamas County Goods and Services Contract (Contract 9854).

“Computer” means the server or computer identified in the Order on which Application Software is authorized to be installed and used. If no specific computer is identified in the Order, then Computer will be any single physical server.

“Documentation” means the current technical and user guides for Application Software. Documentation may be modified from time-to-time to incorporate Enhancements.

EXHIBIT B

“Embedded Software” means any firmware and software embedded in the Equipment.

“Enhancements” means any updates, upgrades, modifications, new releases, and corrective programming to the Application Software.

“Equipment” means the equipment identified on the Order.

“Equipment Maintenance Services” means the on-call or on-site Equipment maintenance services identified on the Order and more specifically set forth in Section 4 of this Agreement.

“Installation” means the date Equipment sold under this Agreement is installed by BlueCrest and ready for production use.

“Installation Site” means the facility at which the Equipment is to be installed.

“Intellectual Property” means any of the following: (i) patents and patent applications, utility models and applications for utility models, together with all reissuances, continuations, continuations-in-part, divisionals, revisions, extensions, and reexaminations thereof; (ii) registered and unregistered trademarks, service marks, trade dress, trade names, slogans, pending trademark and service mark applications, together with all goodwill associated therewith; (iii) original works of authorship and rights in copyrightable subject matter in published and unpublished works of authorship (including computer programs and software, or other registered and unregistered copyrights and applications for registration of copyright, moral rights and waivers and consents not to enforce such moral rights); (iv) software, (including statements in human readable form such as comments and definitions, which are generally formed and organized according to the syntax of a computer or programmable logic programming language, and such statements in batch or scripting languages), together with any and all text, diagrams, graphs, charts, flow-charts, and other information that describe the foregoing, firmware and microcode, and implementations, whether in source code or object code format, (v) trade secrets, (vi) any derivatives, modifications, improvements, enhancements, substitutions, or extensions of any of the foregoing, whenever developed, created, authored, conceived, reduced to practice or acquired, and (vii) any and all suggestions, feedback, recommendations and other comments with respect to any of the foregoing, whenever provided, delivered or otherwise conveyed.

“Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any Intellectual Property or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“Order” means the BlueCrest Equipment, Maintenance & Application Software Order Form to which these BlueCrest Terms are attached.

“Outage” means a complete cessation of the Equipment’s ability to perform its prescribed applications due to software, hardware, or mechanical failure.

“Party” means BlueCrest or Client, as applicable, and “Parties” means BlueCrest and Client.

“Sorter Software” means (i) SortEngine - including SQL license on the primary sorter server, (ii) Relia-Vote™ processing software, (iii) WABCR Software, and (iv) IMB Full Service.

“SoW” means, if applicable, the Statement of Work executed in connection with the Order which may define, among other things, the project plan, the system(s) configuration, the facility requirements, and acceptance criteria (if any).

“Transaction” means a record or user query that is submitted to Application Software.

“User” means an individual authorized by Client to use the Application Software in accordance with this Agreement regardless of whether the individual is actively using the on-premise Application Software at any given time.

EXHIBIT B

“*Warranty Period*” means the one (1) year period following initial delivery and, if installed by BlueCrest, acceptance of the Equipment and/or Application Software, as applicable.

2. **Fees.**

a) *Equipment, Equipment Maintenance Services and Application Software Fees.* Client will pay the fees for any Equipment, Equipment Maintenance Services, and Application Software identified on the Order (and any applicable taxes) as specified in the applicable payment section of the Clackamas County Contract. Client will pay a late charge of one and a half percent (1.5%) per month on any undisputed fees not paid timely.

b) *Suspension of Services.* BlueCrest reserves the right to suspend any services during any period in which the Client’s undisputed account under this or any other agreement with BlueCrest (including any other division or affiliate of BlueCrest) is more than thirty (30) days past due.

3. **Equipment.**

a) *Delivery; Installation; Risk of Loss; Binding Order; Returns.*

(i) *Delivery.* Client will pay all costs for transporting the Equipment from BlueCrest’s facility to the location designated in the Order. BlueCrest will make commercially reasonable efforts to deliver the Equipment on the delivery date in the Order, but cannot guarantee a specific delivery date. Upon delivery of the Equipment, Client shall execute and email to BlueCrest at AR-Remittance@bluecrestinc.com the Delivery Receipt Certificate attached hereto as Schedule 1.

(ii) *Installation.* Client must provide a suitable power source, access, and space for installation according to BlueCrest’s specifications. Client shall provide BlueCrest reasonable advance notice of any site problems.

(iii) *Title; Risk of Loss.* Title to the Equipment and risk of loss to the Equipment will pass to Client upon delivery of the Equipment to the Installation Site unless Client directs BlueCrest to deliver the equipment to a holding site or an intermediary site in which case title to the Equipment and risk of loss to the Equipment will pass to Client upon delivery of the Equipment to such holding site or intermediary site.

(iv) *Returns.* Unless the Equipment fails to conform to the express warranties set forth herein and BlueCrest is unable to remedy such failures within a commercially reasonable period of time, the Equipment will not be returned to BlueCrest.

b) *Equipment Warranty.* Except as explained further below, BlueCrest warrants to Client that the Equipment will be free from manufacturing defects in material and workmanship and that it will perform according to BlueCrest’s specifications during the Warranty Period.

c) *Equipment Warranty Exclusions.* BlueCrest does not assume a warranty obligation for consumable parts or supplies such as print heads and ink or for parts worn out due to extraordinary use of the Equipment or use inconsistent with manufacturer’s specifications. This Equipment warranty excludes: (i) preventative maintenance, routine service, and normal wear and tear; (ii) Equipment serviced, repaired, or refurbished by persons not certified by BlueCrest to perform such service and repair; (iii) damage to the Equipment caused by use of spare parts or supplies not supplied by BlueCrest; (iv) damage to Equipment caused by not using the procedures authorized by BlueCrest; or (v) damage caused by integrating Equipment with products or processing equipment of companies other than BlueCrest or its wholly-owned subsidiaries. For this Equipment warranty to be valid, Client must (A) operate the Equipment in accordance with BlueCrest’s specifications including, without limitation, under suitable temperature, humidity, line voltage, and any other BlueCrest specified environmental conditions, (B) use reasonable care in handling, operating, and maintaining the Equipment, (C) use the Equipment only for the purpose for which it was designed, and (D) use materials such as paper, insert, and envelopes that meet BlueCrest machine specifications.

d) *Third Party Equipment.* BlueCrest makes no warranty of any kind as to Equipment sold hereunder that is

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manufactured by a third party. BlueCrest agrees to pass through to Client all third-party warranties it receives on such Equipment to the extent such warranties are transferable.

e) *Embedded Software License Terms.*

(i) BlueCrest grants to Client a non-exclusive, non-transferable, non-assignable, limited license to execute and use the Embedded Software solely on the Equipment for Client's business operations and solely in accordance with the applicable operating manuals, instructions, or documentation for the Equipment, which Client agrees to review prior to using the Equipment. The Embedded Software may only be used on the Equipment in which it was initially installed. Client agrees that Client will not assign, sublicense, transfer, pledge, lease, rent, or share its rights under this license without BlueCrest's prior written consent.

(ii) The license rights granted to Client are subject to the following restrictions: (A) Client shall not, and shall ensure that no third party shall, (1) reproduce, modify, make derivative works of, translate, adapt, disassemble, reverse compile or reverse engineer any part of the Embedded Software, nor attempt to create the source code from the object code for the Embedded Software; or (2) rent, lease, distribute, host, publish, disclose, or otherwise commercially exploit the Embedded Software or make the Embedded Software available to any third party other than as expressly permitted in this Agreement; (B) except as expressly stated herein, no part of the Embedded Software may be transmitted in any form or by any means, including electronic, mechanical, photocopying, recording or via a hacking device or other means; provided, Client shall be permitted to receive updates to the Embedded Software authorized by BlueCrest; and (C) any future release, update, or other addition to functionality of the Embedded Software shall be subject to the terms of this license, unless BlueCrest states otherwise in a signed writing by its authorized representative. BlueCrest is not obligated to provide any services (including any updates or upgrades to the Embedded Software) under this license. Client shall preserve all copyright and other proprietary rights notices in the Embedded Software. Client acknowledges and agrees that the Embedded Software is proprietary to BlueCrest, or its licensors, and is protected under copyright law, trade secret law, and laws governing confidential information. Client shall maintain the confidentiality of the Embedded Software regardless of whether the Embedded Software is labeled or marked with any proprietary legend or notice that indicates its confidential nature.

(iii) The copyrights for certain portions of the Embedded Software may contain third party software which requires notices and/or additional terms and conditions. Such required third party software notices and/or additional terms and conditions are located on a display, online, or elsewhere and are made a part of and incorporated by reference into this license. By executing the Order, Client is also accepting such additional terms and conditions, if any, set forth therein. Certain items of independent, third-party code may be included in the Embedded Software that may be subject to certain open source licenses ("Open Source Software"). Such Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in this license limits Client's rights under, or grants Client rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software.

(iv) BlueCrest, and its licensors, retain all right, title, and interest, including all Intellectual Property Rights, in and to the Embedded Software (including any and all copies thereof) and any and all modifications, updates, enhancements and/or suggestions with respect thereto. Any rights not expressly granted by BlueCrest in the Agreement are reserved. Client acknowledges that it acquires no ownership interest in the Embedded Software. No implied licenses in the Embedded Software are granted by BlueCrest.

(v) BlueCrest warrants that it is the owner of the Embedded Software and all intellectual property rights therein, or otherwise has the right to grant the right to use the Embedded Software as contemplated herein; provided that the sole obligation and exclusive remedy for any breach of the foregoing warranty shall be as set forth below (the "Embedded Software Warranty"). BlueCrest does not warrant that Client's use of such Embedded Software will be error-free or uninterrupted, or that every error will be corrected. As BlueCrest's sole obligation, and Client's exclusive remedy for breach of the Embedded Software Warranty, BlueCrest will, at BlueCrest's option, procure for Client the right to continue using the Embedded Software or replace or modify the infringing component of the Embedded Software so that it becomes non-infringing. Notwithstanding anything in this Agreement to the contrary, BlueCrest will have no responsibility or liability of any kind, whether for breach of warranty or otherwise arising or resulting from: (A) any use of such Embedded Software other than in accordance with this license; (B) any modification of such Embedded Software by anyone other than BlueCrest or contractors authorized in writing by BlueCrest; (C) any

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such Embedded Software rendered defective or non-conforming, in whole or in part, due to: (1) neglect, misuse, electrical or electromagnetic stress, accident, fire or other hazard, (2) improper testing, handling, storage, transportation, operation, interconnection, or installation by anyone other than BlueCrest or contractors authorized in writing by BlueCrest, or (3) any other cause beyond the range of normal use of such Embedded Software.

(vi) EXCEPT FOR THE EMBEDDED SOFTWARE WARRANTY SET FORTH ABOVE, THE EMBEDDED SOFTWARE IS PROVIDED TO CLIENT ON AN "AS-IS" BASIS. BLUECREST DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES RELATING TO THE EMBEDDED SOFTWARE, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. BLUECREST DOES NOT WARRANT THAT USE OF THE EMBEDDED SOFTWARE WILL BE UNINTERRUPTED, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE EMBEDDED SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

(vii) BlueCrest may terminate this license upon written notice of termination provided to Client in the event Client violates any material term of this license and fails to cure such breach within thirty (30) days of written notice thereof.

4. **Equipment Maintenance Services.** Equipment Maintenance Services are subject to the following terms and conditions:

a) *Commencement & Renewal.* Equipment Maintenance Services shall commence as of the date on which the Equipment is delivered and installed. Equipment Maintenance Services may be renewed upon execution of a written amendment to the Clackamas County Contract for the fees set forth in such amendment..

b) *Equipment Support.*

(i) Equipment Maintenance Services activities will include reasonable remedial maintenance and preventative maintenance necessitated by normal usage. BlueCrest shall perform the Equipment Maintenance Services using trained and qualified Client Service Representatives ("CSRs") and such maintenance services shall be performed in a good and workmanlike manner.

(ii) Remedial maintenance will include replacement of parts, excluding consumable parts, and machine enhancements. Parts provided hereunder shall be new or equivalent to new including refurbished parts.

(iii) Preventative maintenance will consist of inspecting, cleaning and periodically lubricating various components as well as replacing any worn parts. BlueCrest shall inform Client of the timing and nature of preventative maintenance required and BlueCrest and Client shall mutually agree on the scheduled time for CSRs to perform the preventative maintenance. BlueCrest shall use commercially reasonable efforts to conduct preventative maintenance as scheduled. Client shall make the Products reasonably available to BlueCrest for preventative maintenance.

(iv) Notwithstanding anything in the Agreement to the contrary, BlueCrest will not be responsible: (A) for maintaining any Equipment that Client has failed to operate under suitable temperature, humidity, line voltage, or any specified environmental conditions; (B) if reasonable care is not used in handling, operating, and maintaining the Equipment; (C) if Equipment is not used in accordance with the agreed applications and for the ordinary purpose for which it is designed; (D) if the inability of Equipment to perform is due to any act or failure to act on the part of Client, including without limitation, any alteration of or adding components to Equipment; (E) unqualified operators' use of Equipment; (F) use of Equipment in a manner not intended; (G) use of Equipment to process applications not previously approved in writing by BlueCrest; or (H) use of damaged materials, such as paper or envelopes. If BlueCrest performs any repairs or maintenance as a result of any of the foregoing, the Client shall pay BlueCrest at BlueCrest's normal rates in effect at such time. Client shall promptly notify BlueCrest of any unauthorized alteration of or addition to Equipment that occurred after Client accepted the Equipment. BlueCrest will not be required to maintain Equipment that has become obsolete, either due to age, discontinuance of manufacture, or irreparability. BlueCrest shall make recommendations to Client regarding the replacement or refurbishment of such obsolete Products.

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c) *Embedded Software Support*

(i) BlueCrest shall provide to Client software maintenance services (“SMS”) and database services (“DBS”) for the Embedded Software. Embedded Software support does not include operating system (i.e. Windows) security patch implementations (to be contracted separately).

(ii) Software maintenance for the Embedded Software will consist of fixes made from time to time (“Fixes”). Fixes to the Embedded Software may include all or part of the following: (A) Fixes to previously reported “bugs” to the Embedded Software; and (B) Technical improvements to the Embedded Software.

(iii) Client shall be advised of required Fixes made to the Embedded Software during the Term. Fixes shall be made available to Client, for implementation by Client or BlueCrest using the method deemed most appropriate; however, installation of a Fix to Embedded Software which has been modified by Client or BlueCrest at Client’s request may require additional modifications, for which there will be an additional charge.

(iv) Upgrades and version releases to the Embedded Software may be issued periodically by BlueCrest, shall consist of additional and enhanced functions, may be available at an additional charge to the Client, and may be installed at Client’s option. Upgrades incorporate functional and technical capability not provided in the last Version Release but deemed required prior to the next Version Release (“Upgrade(s)”). Version releases incorporate all of the Upgrades; including functionality changes, and Fixes which have been issued since the previous release (“Version Release”). Installation of an Upgrade or Version Release to Embedded Software that has been modified by BlueCrest at Client’s request may require additional modifications, for which there will be an additional charge. All Version Releases, Upgrades, and Fixes provided under this Schedule shall be subject to the terms and conditions of the applicable agreement pursuant to which the original Embedded Software was licensed.

(v) DBS will consist of distribution at no additional charge to Client of updates to the databases identified in the relevant purchase and/or license agreement; as such updates are made available by BlueCrest from time to time. DBS updates include postal or carrier rate changes, all zip or zone changes, and changes in service provided by carriers, provided that BlueCrest does not warrant the availability, accuracy or timely dissemination of non-BlueCrest originated source data incorporated in the databases.

(vi) Notwithstanding anything in the Agreement to the contrary, BlueCrest will not be responsible: (A) for maintaining any Embedded Software that Client has failed to operate properly on the approved platform; (B) if the Embedded Software is not used in accordance with the agreed applications and for the ordinary purpose for which they are designed; (C) if the inability of Embedded Software to perform is due to any act or failure to act on the part of Client, including without limitation, any alteration of or adding components to Embedded Software or failure to install updates, Version Releases, Upgrades or Version releases; (D) unqualified operators’ use of the Embedded Software; (E) use of the Embedded Software in a manner not intended; (F) use of the Embedded Software to process applications not previously approved in writing by BlueCrest; (G) if the Embedded Software has been operated with other media not meeting or not maintained in accordance with the manufacturer’s specifications; or (H) where Client’s service issue results from a problem other than from the Embedded Software. If BlueCrest performs any SMS or DBS as a result of any of the foregoing, the Client shall pay BlueCrest at BlueCrest’s normal rates in effect at such time. BlueCrest is not responsible for maintaining any third-party software and/or hardware that communicates or operates with the Embedded Software, and Client hereby agrees to indemnify and hold harmless BlueCrest in the event that any such communicating or operating software or hardware causes loss or damage to the Embedded Software or related equipment. Client shall promptly notify BlueCrest of any unauthorized alteration of or addition to the Embedded Software that occurred after Client accepted the Embedded Software.

(vii) If Client upgrades to a new release, i.e., major enhancements and/or new functionality of the Embedded Software licensed by BlueCrest, the SMS provided hereunder may be transferred to the new release at the then current subscription fee for the new release less credit for fees previously paid hereunder.

d) *Outages.*

(i) To request assistance in connection with an Outage, (A) Client’s that have subscribed to on-site Equipment Maintenance Services should (1) contact the on-site CSR or, (2) if such outage occurs outside of coverage

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hours as set forth on Schedule II, submit a maintenance ticket to <https://bluecrestinc.microsoftcrmportals.com/SignIn>, and (B) Client's that have subscribed to on-call Equipment Maintenance Services should submit a maintenance ticket to BlueCrest Service Support at <https://bluecrestinc.microsoftcrmportals.com/SignIn> or call 844-622-2583.

(ii) The appropriate CSR will promptly respond to any request for service received from Client and record the service call in the BlueCrest service management system for any Outage of fifteen (15) minutes duration or longer. The Outage period will begin to run from the time the CSR receives proper notification thereof.

(iii) If the Outage extends beyond one hundred twenty (120) consecutive minutes, the CSR will contact the area Regional Technical Specialist ("RTS") for assistance. The RTS will provide telephone support as required in the determination of CSR and RTS.

(iv) If the Outage extends beyond two hundred forty (240) consecutive minutes, the RTS will contact the Service Manager and Division Technical Specialist ("DTS"). The Service Manager will review the Product's condition with the RTS, plan the necessary corrective action and notify Client as to the action being taken.

(v) If the Outage extends beyond four hundred eighty (480) consecutive minutes, BlueCrest will notify the Division Services Director and will determine whether additional on-site support is required.

(vi) If the Outage extends beyond seven hundred twenty (720) consecutive minutes, a Vice President responsible for client service will be notified and appropriate additional on-site support will be supplied at no expense to Client.

e) *On-Site Equipment Maintenance Services.* If Client has elected on-site Equipment Maintenance Services on the Order, the following terms and conditions shall also apply:

(i) The CSR coverage hours for on-site Equipment Maintenance Services are as set forth on Schedule 2 hereto. BlueCrest and Client will use commercially reasonable efforts to maintain CSR hours on a regular schedule. Changes in CSR work hours and additional charges therefor, subject to the terms stated herein, will be billed according to BlueCrest standard rates then in effect, unless otherwise mutually agreed upon in writing by BlueCrest and Client ten (10) working days prior to implementation. Equipment Maintenance Services provided outside of the coverage hours set forth on Schedule 2 will be provided at BlueCrest's rates in effect at such time.

(ii) Client shall provide, at no charge to BlueCrest, adequate, lockable storage space for maintenance equipment, spare parts, and working space at the Client site where the Equipment is located. Client shall not have access to such storage space and shall not remove any item therefrom. BlueCrest shall maintain spare parts and testing equipment at Client's site as it deems necessary to perform Equipment Maintenance Services. All right, title, and interest in and to such spare parts (until incorporated into Client's equipment), testing, and maintenance equipment and all tools shall remain with BlueCrest, and such parts, equipment and/or tools may be removed or maintained by BlueCrest at its discretion.

(iii) Client hereby agrees that it shall maintain a Suitable Environment (as defined below) in which the Equipment shall be maintained and the CSRs shall operate. For the purposes of this Agreement, "Suitable Environment" means a working area, including the space in which the Products are operated and serviced by the CSRs, any related offices, break rooms, restrooms or other locations to be utilized by the CSRs under this Agreement, which (A) complies with the Occupational Safety and Health Act ("OSHA") and any related statutes, rules and regulations in all respects, (B) is designed to minimize the effects of Product and other occupational safety and health stressors such as noise, chemical, biological, radiation, or other recognizable hazards on CSRs, (C) is constructed and maintained in accordance with applicable fire and building code requirements, and (D) does not otherwise present a material health or safety risk to the CSRs. In the event that BlueCrest concludes, after conference with the relevant CSRs and Client or after inspections of the work area under normal operating conditions by BlueCrest personnel or their safety and health designees, either of which shall be performed in BlueCrest's sole discretion, that Client has not maintained a Suitable Environment, BlueCrest shall have the right, in its sole discretion to (1) temporarily remove any and all CSRs without penalty or delay in payment, until Client has remedied the unsuitable conditions, or (2) terminate the on-site maintenance services without penalty if such non-complying conditions are not remedied by Client within sixty (60) days of BlueCrest's notice to Client of the existence of the unsuitable conditions.

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(iv) Client may, upon not less than fourteen (14) days' prior written notice, request BlueCrest to extend the hours during which Equipment Maintenance Services are available for equipment beyond the agreed maintenance hours ("Extended Hours of Coverage"). If BlueCrest agrees to provide Extended Hours of Coverage, Client will pay additional fees at the rates in effect at the time of the request, and Client acknowledges and agrees that it shall pay all such additional fees within thirty (30) days after the date of the applicable invoice therefore regardless of whether or not a purchase order has been issued for or is required in connection with such additional services.

f) *Obsolescence.* From time to time, BlueCrest may provide notice to Client of its election, in its sole discretion, to terminate support for certain hardware, software, servers and/or databases due to obsolescence, end of life or a third-party manufacturer's election to discontinue certain servers, platforms and/or software (collectively "Obsolescence"). In the event Client's support is terminated due to Obsolescence, Client will be provided a pro-rata refund for any amounts prepaid for Equipment Maintenance Services for the obsolete hardware or software. In the event of a termination due to Obsolescence, Client will be provided an option to replace the obsolete software, servers and/or databases with replacements that meet or exceed Client's original system requirements, provided; however, additional costs, including but not limited to installation and support fees associated with the new solution may apply. Parts and/or assemblies for the obsolete products described above or for products not sold as new will be provided only if available.

g) *Suspension or Termination.* Notwithstanding anything contained herein to the contrary, BlueCrest may suspend or terminate the Equipment Maintenance Services upon one (1) business day's written notice to Client if Client breaches the payment terms set forth in the Equipment Maintenance Services Payment Terms section of the Order, and such payment breach is not cured within thirty (30) business days after receipt of written notice of such breach from BlueCrest.

5. **Application Software.** The Application Software is subject to the following license terms:

a) *License Grant.* In consideration of the fees paid by Client to BlueCrest, BlueCrest hereby grants to Client a non-exclusive, non-transferable, and non-sublicensable license to use the Application Software set forth on the Order during the term of the Clackamas County Contract. The grant of rights to the Application Software is not a sale of the Application Software. BlueCrest and its third-party licensors reserve all rights not expressly granted by this Agreement.

b) *Renewal.* The license for any Application Software licensed for a limited term (as set forth in the Order) shall renew upon execution of an amendment to the Clackamas County Contract for the annual license fees set forth in such amendment. If Client has a term license to the Application Software, Client must renew the term license in order to purchase and obtain additional Maintenance Services for the Application Software.

c) *Use of Application Software.*

(i) During the license term set forth in the Order, Client is permitted to use the Application Software only for its own internal business purposes. The Application Software will be installed only at the Installation Site on the Computer or in a virtual environment and utilizing the operating system set out therein. Client is permitted remote access to the Application Software unless otherwise prohibited in the Order. Use of the Application Software as a Service Provider is prohibited unless otherwise authorized in the Order. Additional terms of authorized use are as set forth in the Order and may include limitations on: (A) the number of Users; (B) the applications authorized to access the Application Software; and (C) the number of Transactions processed using the Application Software. Application Software licensed for desktop use by a specific number of Users may be installed on the number of devices equal to the specific number of User licenses purchased or may be installed on multiple devices so long as the number of individual Users does not exceed the number of licenses purchased.

(ii) Client may, upon BlueCrest's written consent and the payment of additional fees: (A) utilize the Application Software with a different operating system; (B) process additional Transactions; or (C) add Users. If the Installation Site is located in the United States, such Installation Site may be changed to another location within the United States upon written notice to BlueCrest, but may not be changed to a location outside the United States without

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BlueCrest's prior written consent. If the Installation Site set forth in the Order is located outside of the United States, such Installation Site may be changed to another location within the original country upon notice to BlueCrest, but may not be changed to a different country without BlueCrest's prior written consent.

(iii) Client may make a reasonable number of copies of the Application Software and Documentation solely for back up or disaster recovery purposes. Client must reproduce all copyright, trademark, trade secret and other proprietary notices in such copies. Client shall record the number and location of all copies of the Application Software and Documentation and take steps to prevent any unauthorized copying. The back up or disaster recovery copies can only be used to perform disaster recovery testing or if the Computer or virtual environment becomes inoperative. Except to perform disaster recovery testing in accordance with Client's disaster recovery procedures, Client is not permitted to use the back up or disaster recovery copies of the Application Software for production or testing\development concurrently with the production or testing\development copies of the Application Software.

(iv) Client may install, for a period not to exceed fifteen (15) days from date of installation, Enhancements in a test environment for the sole purpose of determining if such Enhancements will be deployed by Client in the licensed production environment. Upon conclusion of such period, Client will install and use only the number of production and test\development copies of the Enhancements set forth in the Order.

(v) Client may permit its third party contractors to access and use the Application Software solely on behalf of, and for the benefit of, Client, so long as: (A) such contractor agrees to comply fully with the Agreement and the Order(s) as if they were Client; (B) Client remains responsible for each contractor's compliance with this Agreement and the Order(s) and any breach thereof; (C) any User limitation includes User licenses allocated to contractors; and (D) the contractor is not, in BlueCrest's reasonable opinion, a competitor of BlueCrest. All rights granted to any contractor shall terminate immediately upon the earlier of: (1) conclusion of the services rendered to Client that gives rise to such right; and (2) expiry or termination of the applicable license term. Upon termination of such rights, Client shall ensure that contractor immediately ceases all use of the Application Software, un-installs and destroys all copies of the Application Software and any other BlueCrest information in contractor's possession or control, and Client must certify in writing upon BlueCrest's request that it is in compliance with this Section.

d) *Restrictions.* Client will not: (i) make derivative works of the Application Software; (ii) reverse engineer, decompile or disassemble the Application Software or any portion thereof except as is permitted by applicable law; (iii) make copies of the Application Software or Documentation except as otherwise authorized in Section 5(c)(iii); (iv) disclose the Application Software or any other BlueCrest information to any third party except as permitted by this Agreement; (v) sublicense, rent, lease, lend, or host the Application Software to or for other parties; (vi) attempt to unlock or bypass any initialisation system, encryption methods or copy protection devices in the Application Software; (vii) modify, alter or change the Application Software; (viii) alter, remove or obscure any patent, trademark or copyright notice in the Application Software; or (ix) use components of the Application Software independent of the Application Software they comprise.

e) *Application Software Maintenance Services.*

(i) Client shall obtain Application Software Maintenance Services for the Application Software for the initial license term of the Application Software set forth in the Order and for the fees set forth therein. The term for Application Software Maintenance Services shall automatically renew for successive twelve (12) month terms at BlueCrest's then current rates unless (i) such Application Software Maintenance Services are earlier terminated pursuant to this Master Agreement's express provisions, (ii) either Party gives the other Party written notice of non-renewal of such Application Software Maintenance Services at least sixty (60) days prior to the expiration of the then current term, or (iii) the license(s) to the Application Software is not in effect as of the expiration of the then current term.

(ii) Application Software Maintenance Services consist of: (A) reasonable amounts of telephone support to assist Client with the use of the Application Software in accordance with the support guidelines; (B) Enhancements provided to other Clients of the Application Software who have paid for Application Software Maintenance Services for the current maintenance term; and (C) the correction of errors or non-conformities with the Application Software to perform as set out in the Documentation in accordance with BlueCrest's published support guidelines. Support will be provided to the limited number of contacts selected by Client in accordance with the

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support guidelines. If BlueCrest is unable to correct a reported error or non-conformity in the Application Software that is classified in BlueCrest's published Support Guidelines as a critical or high severity level problem within thirty (30) days following notice from Client or an additional period of time reasonably agreed to by the parties, Client may terminate Application Software Maintenance Services for such Software and receive, as its exclusive remedy, a pro-rata refund of the fees paid for Application Software Maintenance Services for the balance of the existing maintenance term.

(iii) With respect to Sorter Software, maintenance services also consist of quarterly distribution of Microsoft Windows security patches to computers incorporated on BlueCrest's hardware provided that such computers are accessible via an internet connection. Client will be prompted when to download such security patches and BlueCrest shall provide a report with respect to each such security patch deployment.

f) *Application Software Training.* BlueCrest will provide Client with the training (if any) set forth in the Order, for the fees set forth therein, prior to the expiration date indicated. Unless otherwise set forth in the Order, training will be provided remotely or at a BlueCrest training facility. If the Order provides for training at Client's location, Client will pay for all reasonable travel-related expenses incurred by BlueCrest in the performance of the training. No refunds will be issued for any trainings Client fails to attend, or if intended to be performed at a Client location, to be scheduled and hosted by Client, by the expiration date.

g) *Verification.* Upon ten (10) days prior written notice, BlueCrest may verify Client's compliance with this Section 6 at all locations and for all environments in which Client uses the Application Software. Such verification will take place no more than one (1) time per twelve (12) month period during normal business hours in a manner which minimizes disruption to Client's work environment. BlueCrest may use an independent third party under obligations of confidentiality to provide assistance. BlueCrest will notify Client in writing if any such verification indicates that Client has used the Application Software in excess of the use authorized by this Agreement or Order. Client agrees to promptly enter into an order and pay the license, Application Software Maintenance Service fees related to any excess use.

h) *Application Software Warranty.*

(i) BlueCrest represents and warrants that it has the right to grant to Client the license rights set forth in this Section 5.

(ii) BlueCrest represents and warrants that during the Warranty Period the Application Software will perform all material functions set out in the Application Software's Documentation and otherwise operate in substantial accordance with such Documentation. If, during the Warranty Period the Application Software fails to comply with this warranty, Client must notify BlueCrest in writing of any alleged errors or non-conformities, in which event BlueCrest will have thirty (30) days from receipt of such notice or an additional period of time as reasonably agreed to by the parties to correct such errors or non-conformities in accordance with the support guidelines. If BlueCrest is unable to timely correct such errors or non-conformities, Client may elect to terminate the license to the non-conforming Application Software. If Client terminates the license to the non-conforming Application Software during the Warranty Period in accordance with this Section, Client will, as its remedy, receive a refund of all fees previously paid for such Application Software.

(iii) BLUECREST DOES NOT WARRANT THAT THE APPLICATION SOFTWARE WILL OPERATE ERROR-FREE OR THAT BLUECREST WILL CORRECT ALL PRODUCT ERRORS (INCLUDING, FOR SOFTWARE, THOSE DESIGNATED AS MEDIUM OR LOW SEVERITY LEVEL ISSUES). EXCEPT AS EXPRESSLY STATED IN THESE LICENSE TERMS AND PROVISIONS, THE APPLICATION SOFTWARE IS PROVIDED "AS IS" AND BLUECREST, ON BEHALF OF ITSELF AND ITS THIRD PARTY SUPPLIERS AND LICENSORS, DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE APPLICATION SOFTWARE AND SERVICES FURNISHED UNDER THE AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

(iv) THE APPLICATION SOFTWARE MAY CONTAIN A DISABLING DEVICE OR DEVICE REQUIRING ENABLEMENT: (i) TO COMPLY WITH REQUIREMENTS OF REGULATORY AUTHORITIES;

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OR (ii) TO PREVENT USE OF THE APPLICATION SOFTWARE BEYOND THE TERM OF A LICENSE OR OTHERWISE IN EXCESS OF THE LICENSE METRICS APPLICABLE TO THE APPLICATION SOFTWARE AS SET FORTH IN THE ORDER.

i) *Third Party Content.* Various third-party software and other documentation (“Third-Party Content”) may have been incorporated into the Application Software by BlueCrest under permission from BlueCrest’ licensors and suppliers. Certain Third-Party Content provided hereunder requires Client be certified by the United States Postal Services. Client’s failure to obtain such certification shall not impact Client’s obligation to pay to BlueCrest fees due hereunder. In addition, certain Third-Party Content requires Client to agree to additional terms of use set forth on Schedule 3 hereto. If BlueCrest’s license to any Third-Party Content terminates, Client agrees: (A) to discontinue and/or return the terminated Third Party Content upon notice from BlueCrest; and (B) that BlueCrest shall have no further obligation with respect to such Third-Party Content.

j) *BCC Software.* If Client is licensing BCC software or data services as set forth on the Order, the terms of such license by and between Client and BCC (except with respect to the payment of license fees which shall be governed by the Order) are set forth at <https://bccsoftware.com/master-software-license-agreement/>, and by using such BCC software Client expressly agrees to be bound by such terms.

6. **Intellectual Property.** Nothing in this Agreement shall be deemed to assign or transfer any right, title, interest, or ownership by BlueCrest or any of its affiliates or any of their third-party licensors of any of their respective Intellectual Property Rights in any Intellectual Property.

7. **Confidentiality.**

a) The Party disclosing its Confidential Information is referred to as the “Disclosing Party”, and the Party receiving Confidential Information is referred to as the “Receiving Party”.

b) “Confidential Information” means all confidential and proprietary information, including but not limited to, a Party’s and its affiliates’: (i) customer and prospect lists, names or addresses, agreements between a Party and its business partners; (ii) pricing proposals, financial and other business information, data processes and plans; (iii) research and development information, analytical methods and procedures, hardware design, technology; (iv) financial information or personnel data; (v) information concerning the customers and potential customers of a Party; (vi) business practices, know-how, marketing or business plans; (vii) this Agreement and the SoW, technical documentation, user manuals, and training materials; and (viii) any other information identified in writing as confidential or information that the Receiving Party knew or reasonably should have known was confidential, in each case that is disclosed to the Receiving Party or to which the Receiving Party gains access in connection with this Agreement.

c) In connection with this Agreement, each Party may receive Confidential Information of the other Party. The Receiving Party agrees: (i) to hold the Disclosing Party’s Confidential Information in strict confidence, apply at least the standard of care used by the Receiving Party in protecting its own Confidential Information, but not less than a reasonable standard of care, and not to disclose such Confidential Information to any third party; and (ii) without the written permission of the Disclosing Party, not to use any Confidential Information of the Disclosing Party except as reasonably required to exercise its rights or perform its obligations under this Agreement and the SoW. The Receiving Party agrees to cause its employees, subcontractors, agents and, if permitted, affiliates, who require access to such information to abide by such obligations.

d) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this Section 7; or (ii) was in the Receiving Party’s lawful possession before receipt from the Disclosing Party; or (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.

e) If a Receiving Party is compelled to disclose the Confidential Information by a governmental agency or a court of law having proper jurisdiction, the Receiving Party will give the Disclosing Party reasonable notice as permitted by law to enable such Party to try to protect the confidentiality of the Confidential Information.

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f) Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing; provided, however, that the Receiving Party may retain one copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this Section 7.

g) Disclosing Party may be irreparably damaged if the obligations under this Section 7 are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened, or further breaches of the Receiving Party's obligations under this Section 7 or any other appropriate equitable order or decree

h) Notwithstanding anything to the contrary, Client's obligations under this agreement are expressly subject to the Oregon Public Records Law, Oregon Revised Statutes ("ORS") Chapter 192 et. seq., and any other applicable state or federal law. While Client will make good faith efforts to perform under this agreement, Client's disclosure of Confidential Information, in whole or in part, will not be a breach of the agreement if such disclosure was pursuant to a request under the Oregon Public Records Law, or any other state or federal law, or if such disclosure was compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar processes. If Client is subject to such a disclosure order or receives from a third party any public records request for the disclosure of Confidential Information, Client shall notify BlueCrest within a reasonable period of time of the request. BlueCrest is exclusively responsible for defending BlueCrest's position concerning the confidentiality of the requested information. Client is not required to assist BlueCrest in opposing disclosure of Confidential Information, nor is Client required to provide a legal opinion as to whether the Confidential Information is protected under ORS Chapter 192, et. seq., or other applicable state or federal law.

8. **SoW Change Requests.** In the event that Client requests a change to the SoW, Client shall submit a written change request (a "Change Request") to BlueCrest. BlueCrest shall review and respond to such Change Request within five (5) business days of receiving such Change Request. BlueCrest's response shall detail all of the impacts of such Change Request, including but not limited to any adjustments to the pricing and/or the delivery schedule, and set forth any other conditions BlueCrest may require in connection with agreeing to implement such Change Request. If Client and BlueCrest agree on the terms applicable to the implementation of such Change Request, then the Parties shall execute an amendment detailing all of the revisions to the SoW.

9. **Indemnity.** The following indemnification obligations are in addition to, not in lieu of, the terms and conditions of the Clackamas County Contract:

a) BlueCrest will indemnify, defend and hold Client, its officers, directors and employees, harmless from all losses, damages, and reasonable costs and expenses (including reasonable attorneys' fees) to the extent they arise out of a claim by a third party that (i) BlueCrest's gross negligence or willful misconduct in its performance of Equipment Maintenance Services at Client's business premises resulted in bodily injury or death to any person or in tangible personal property damage, or (ii) the Application Software, as delivered by BlueCrest, infringes or misappropriates any copyright, trade secret, trademark or patent registered or valid within the country in which the Application Software is authorized to be used. BlueCrest will have control of the defense and will defend at its own expense, any claim or litigation to which this indemnity relates, including the right to settle any such claim. Client must notify BlueCrest promptly of any such claim and provide reasonable cooperation to BlueCrest, upon BlueCrest's request and at BlueCrest's cost, to defend such claim. BlueCrest will not agree to any settlement which requires acknowledgment of fault by Client without Client's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

b) If the Application Software is subject to a claim of infringement or misappropriation, or if BlueCrest reasonably believes that the Application Software may be subject to such a claim, BlueCrest will: (i) replace the Application Software with a functional non-infringing equivalent; (ii) modify such Application Software while retaining substantively equivalent functionality; or (iii) procure at no cost to Client the right to continue to use such Application Software. If, however, BlueCrest determines that none of the foregoing alternatives is commercially reasonable, BlueCrest may terminate Client's license to the Application Software and BlueCrest will, as Client's remedy, refund to Client any prepaid, unused fees at the time of such termination based on, as applicable, (X) a term

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of sixty (60) months following execution of the Order for Application Software with a perpetual license or (Y) the remaining balance of the then current term for Application Software subject to a limited term license.

c) BlueCrest will have no obligation to defend or indemnify Client under this Section 9 if the infringement or misappropriation results from: (i) modifications to the Application Software by anyone other than BlueCrest; (ii) combination of the Application Software with Client’s equipment or non-BlueCrest software programs if such claim of infringement or misappropriation would have been avoided had such combination, operation or use not occurred; or (iii) Client’s failure to implement modifications (which if delivered to Client expressly to avoid infringement, will be delivered at no additional cost to Client and which will provide substantially the same functionality as the infringing or potentially infringing Application Software).

10. Limitation on Liability

a) BLUECREST WILL HAVE NO LIABILITY FOR ANY DAMAGE CLIENT MAY INCUR BY REASON OF CLIENT’S NEGLIGENT ACTS OR OMISSIONS, OR CLIENT’S MISUSE OF THE EQUIPMENT OR APPLICATION SOFTWARE .

b) NEITHER BLUECREST NOR ITS THIRD-PARTY SUPPLIERS/LICENSORS WILL BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, OR LOST DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

11. **Warranty Disclaimer.** THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND BLUECREST DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, EQUIPMENT MAINTENANCE SERVICES, AND/OR APPLICATION SOFTWARE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

SCHEDULE 1

Delivery Receipt Certificate

Reference is hereby made to the BlueCrest Equipment & Maintenance Order Form, dated as of _____, 20__ (the “Order”), by and between DMT Solutions Global Corporation (d/b/a BlueCrest) (“BlueCrest”) and Clackamas County (the “Client”).

Client hereby acknowledges that it has received delivery of the Equipment specified in the Order.

Clackamas County

By: _____
Name:
Title:
Date:

EXHIBIT B

SCHEDULE 2

On-Site Maintenance Services Coverage Hours

Pricing

Extended Hours of Coverage Pricing

EXHIBIT B

SCHEDULE 3

Application Software License Terms and Provisions

Third Party Content License Terms & Provisions

PARASCRIPT:

Software provided by Parascript and/or its successors and assigns that has been incorporated into the Application Software is subject to the following additional terms and conditions.

If AddressScript™ software is licensed hereunder, advance purchase of blocks of clicks (11-digit finalized answers) is required. Client's initial purchase of clicks shall be set forth in Purchase/Lease Agreement. Client agrees to purchase all such clicks from BlueCrest. Client further understands that if it purchases or otherwise acquires clicks from any other source, Client's license will be terminated and BlueCrest may seek remedies hereunder.

If ASV software is licensed hereunder:

- A one (1) year term license has a pre-determined volume cap. Volumes for one (1) year licenses expire at the end of each term or when the volume count during the term is exceeded, whichever occurs first.
- A three (3) year term license has a pre-determined annual volume cap and automatically resets itself on the anniversary date to the same volume each year for a total of three years. Volumes expire at the end of each twelve (12) month period or if volume count during applicable twelve (12) month period is exceeded, whichever occurs first.
- Optimization, Replacement and New End user Application:
 - "Optimize" shall mean any change, alteration, modification, update, upgrade, repair, revision, release, performance improvement, addition of a new feature, or replacement.
 - In the event Client, for any reason, Optimizes or replaces a personal, non-networked computer on which the software is installed, Client may transfer the software to the Optimized personal, non-networked computer at no additional cost provided all of the following occur: (a) the Client shall be the same; and (b) no Optimization or replacement has been made to ReliaVote.
- Parascript shall have no liability for any damages resulting from loss of data or profits, or for any special, indirect, incidental, punitive, or consequential damages arising out of or in connection with the use of ASV;
- Client shall not (i) reverse engineer, decompile or otherwise attempt to derive the source code for ASV; (ii) combine ASV with any software that could alter Parascript's licensing terms; (iii) remove any ASV identification, copyright legend or other notices; (iv) modify or create derivative works based on ASV; (v) issue, sublicense, sell, grant, or in any way transfer a license type or rights to use ASV that is different than the license type or rights issued by Parascript for ASV; (vi) use a perpetual ASV license as a recurring revenue service or to provide services to any third party or for the benefit of any third party (examples include without limitation: engaging in business process outsourcing, acting as a service bureau, charging a subscription or click fee for processing images or accessing ASV; (vii) permit third party access to ASV API (application programming interface) unless that party is the Client's outside developer who has agreed in writing to comply with all applicable licensing terms and restrictions; (viii) use ASV after its license term ends; (ix) use a non-production license in a production environment; (x) access or permit a third party access to API Documentation; and/or (xi) issue, sublicense, sell, grant, or in any way transfer a license or rights to use ASV, or charge a subscription fee to access or use ASV;
- ASV is provided "AS IS";
- Parascript owns ASV and Parascript trademarks, and all rights not expressly granted by Parascript are reserved; and

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- ASV must be deleted at the end of the license term.

RAF CORPORATION:

Software provided by RAF Corporation and/or its successors and assigns that has been incorporated into the Application Software is subject to the following additional terms and conditions.

Dongles. RAF Corporation reserves the right to include a deactivation device (“dongle”) in each copy of the Argosy Post Software. If included, the dongle will prevent the use of such Argosy Post Software until RAF furnishes the key which will activate the Argosy Post Software. Dongles are the property of RAF Corporation and are used to prevent unauthorized copying or use of the Argosy Post Software. Dongles may not be transferred by Client unless the corresponding software is transferred under the terms of this Agreement. Dongles remain the property of RAF and must be returned by Client to Licensor upon expiration/termination of each Client account.

Directories. Due to United States Postal Service regulations, Client, depending on which Application Software is being used, must use a current Zip+4 directory (“Directory”) to operate the Application Software within the mail transport product. The Application Software will not operate without a current Directory which is compatible with the Application Software. BlueCrest, on behalf of its third party licensor and/or its successors and assigns, supplies updated Directories on an annual basis to Clients for whom such service is subscribed and for whom the annual software maintenance fee is timely paid. In order to continue receiving the Directory updates, the software maintenance must be renewed each year and the annual software maintenance fee paid to BlueCrest. During the term of this Agreement, BlueCrest will supply Directory updates to Client for such periods for which the applicable annual subscription fees are received by BlueCrest. Payment of the applicable annual subscription fees for each license is required to operate the Application Software within the licensed application.

BCC SOFTWARE, LLC:

Software provided by BCC Software, LLC and/or its successors and assigns that has been incorporated into the Application Software is subject to the following additional terms and conditions.

- Client agrees to use the BCC software only within the United States, its territories and possessions for the purpose of improving business delivery addresses in multi- occupation buildings for use on letters, flats, postcards, packages, leaflets, magazines, advertisements, books, other printed material and any other item to be delivered by the United States Postal Service (USPS);

- US Postal Service Related Services (eg; CASS, NCOALink, DSF²).

(i) BCC Software is a non-exclusive licensee of the United States Postal Service’s (“USPS”) NCOALink database (“NCOA Database”). The information contained in the NCOA Database is regulated by the Privacy Act of 1974 and may be used only to provide a mailing list correction service for lists that will be used for preparation of mailings. If Client receives all or a portion of the NCOA Database in connection with its use of the Application Softwares, Client shall not use such information for any purpose other than mail list processing services. Prior to obtaining or using information from the NCOA Database, Client shall complete, execute and submit to Licensor the NCOA Processing Acknowledgement Form.

(ii) Further, if Client resides outside the United States, Client shall obtain the proper certifications from the USPS for NCOALink processing. Licensor is under no obligation to provide the mail list processing services to Client unless Client has obtained the proper certifications from the USPS.

- DMA Suppression. Services for DMA Suppression is understood to mean flagging consumers names from marketing lists for the purpose of suppressing them with such information used for no other purpose. Client understands that the DMAchoice Services are intended exclusively for Client’s own use and Client shall not disseminate, sublet, resell, reproduce, transfer or republish the DMAchoice list in any medium in any manner whatsoever.

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- Deceased Suppression. Services for deceased individual suppression is understood to mean matching the records from Client's or Client's customers' provided file to identify those individuals within such files who are deceased, with such information to be used for the sole purpose of deleting such deceased individuals from any list used for solicitation or any other external purpose. Client shall, and shall require its customers, not use the information provided from such Service for any other purpose including, but not limited to, promotions to surviving household members, or any other type of marketing or promotion.

Client should not take any adverse action against any individual without further investigation to verify the death listed.

- Prison Suppression. Services for prison individual suppression is understood to mean matching the records from Client's or Client's customers' provided file to identify those individuals within such files, who are incarcerated in the U.S., Canada and U.S. Territories, with such information to be used for the sole purpose of deleting such incarcerated individuals from any list used for solicitation or any other external purpose. Client shall not, and shall require its customers to not, use the information provided from such Service for any other purpose.

- BCC Software reserves the right to modify or discontinue any mail list processing services with or without notice to Client. Neither BCC Software nor Licensor shall be liable to Client should such right to modify or discontinue any of the mail list processing services be exercised. Further, BCC Software or Licensor may, from time to time, impose restrictions on the use of the mail list processing services as a result of changes in the law, limitations placed on BCC Software or Licensor from third parties or their respective licensors, which may limit Client's access to some or all of the data provided through the mail list processing services.

- Client understands and acknowledges that the USPS reserves the right to require BCC Software or Licensor to suspend Client's ability to perform mailing list processing. Neither BCC Software nor Licensor will be liable or responsible for any decision the USPS makes in canceling Client's mailing list processing, including, but not limited to, arbitrating the cancellation decision on Client's behalf. In the event the USPS suspends processing, (i) Client shall not be entitled to any refund or credit from Licensor; and, (ii) Licensor will discontinue providing the mail list processing services to Client.

- The USPS is the owner of numerous trademarks, including but not limited to: United States Postal Service(R), Postal Service(TM), Post Office(TM), United States Post Office(R), the Eagle logo, ZIP + 4(R), CASS(TM), CASS Certified(TM), DPV(TM), eLOT(TM), RDI(TM), LACSLink(TM), NCOALink(TM), SuiteLink(TM).