

## **Amendment #1 to Software Agreement**

This Contract, entered into by and between Democracy Live, Inc., ("Democracy Live") and The Humboldt County Elections Office ("Customer"), is an amendment to the Software Agreement between Democracy Live and Customer, effective January 15, 2016.

This is Amendment #1 to the above- referenced Software Agreement. This Amendment is effective upon the date it is fully executed by all parties.

### **Recitals**

When the Software Agreement was created Democracy Live contractually agreed to configure the elections and provide the sites QA to the counties no later than E-40, or 10 days after the data was received. Based upon the final receipt of PDFs on May 12, 2016, Democracy Live should have provided the site to Humboldt County for review on May 22, 2016. Due to technical issues Democracy Live did not finalize the site until May 27, 2016. Due to technical failure by Democracy Live the site was never approved for Go Live by Customer, which resulted in not going live for the Primary Election. Due to these technical issues and failure to comply with the original contract terms, Democracy Live would like to offer the following extensions and Amendment to the current contract.

Democracy Live and Customer hereby agree to be bound by all provisions of Software Agreement and by all provisions of such Agreement as amended below.

### **Section 5: Revised Term**

This Agreement shall be in effect for a three year period beginning January 15, 2016 and terminating on December 30, 2018 ("Initial Term"). The Agreement shall automatically renew for an unlimited number of successive one year periods unless or until either Party gives written notice at least thirty (30) days prior to the end of the then current one year period or unless terminated as provided in section 6.

**Section 12.3: Law and Venue** This Agreement will in all respects be governed by and construed and enforced in accordance with the laws of the State of California, without respect to conflict-of-laws principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association in San Francisco, California. Upon receipt of notice of any dispute to be settled by binding arbitration, the American Arbitration Association will use its best efforts to appoint a single arbitrator within thirty (30) days after receipt of such notice. The arbitrator will not have the authority to award exemplary or punitive damages to any injured party. A decision by the arbitrator will be final and binding. Judgment may be entered on the arbitrator's award in any court having jurisdiction, and such award will not be appealable.

**Section 12.9: Nuclear Free Humboldt County Ordinance Compliance** Democracy Live certifies by its signature below that it is not a Nuclear Weapons Contractor, in that Democracy Live is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. Democracy Live agrees to notify Customer immediately if it becomes a Nuclear Weapons Contractor as defined above. Customer may immediately terminate this Agreement if it determines that the foregoing certification is false or if Democracy Live subsequently becomes a Nuclear Weapons Contractor.

### **Attachment A-Fee Schedule: Revised Software Initial Setup Fee:**

Software Initial Set-up Fee: Democracy Live shall provide ADA compliant, accessible sample ballot software and voter guide. The one time Initial Set-up Fee for this Customer under this Agreement will be nine-thousand and five-hundred dollars (\$9,500). The Initial Set-up fee shall be paid by Customer to Democracy live thirty days (30) days after acceptance in writing by Customer of the LiveBallot solution.

Attachment A-Fee Schedule: Revised Annual Subscription Fee, including Support and Maintenance:

Annual Subscription Fee, including Support and Maintenance: For each year in which this Agreement is in effect, Humboldt County will pay an Annual Subscription Fee of one-thousand and nine-hundred dollars (\$1,900). The Annual Subscription Fee will be due annually on December 31<sup>st</sup> of each successive one year period. The Annual Subscription Fee is waived for the years 2016 and 2017. The Annual Subscription Fees will commence December 31, 2018.

Attachment B-Statement of Work: Additional Clause F Acceptance Testing

F. Acceptance Testing

The County will approve and accept the LiveBallot Accessible Sample Ballot and Voter Guide during the implementation of the solution for the 2016 General Election. Democracy Live will provide the County with an "Acceptance and Sign-off" report for review and signature.

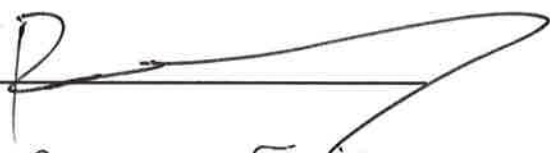
The parties have executed this Amendment by their authorized representatives as of the date below.

Democracy Live, Inc:

Humboldt County Registrar of Voters:

DEMOCRACY LIVE, INC. CORPORATION

HUMBOLDT COUNTY REGISTRAR OF VOTERS

By: 

Name: Bryan Finney

Title: President

Date: 2/14/17

By: Kelly E. Sanders

Name: Kelly E. Sanders

Title: Clerk/Recorder/Registrar

Date: 2-22-17