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**AGREEMENT FOR LEASE PURCHASE BETWEEN THE
STATE ELECTIONS COMMISSION OF THE COMMONWEALTH OF
PUERTO RICO AND
DOMINION VOTING SYSTEMS CORPORATION**

APPEAR

AS PARTY OF THE FIRST PART: STATE ELECTIONS COMMISSION OF THE COMMONWEALTH OF PUERTO RICO, an entity of the Executive Branch created by Law Number 78 of June 1st 2011, as amended (hereinafter referred to as the Electoral Law of the Commonwealth of Puerto Rico), represented in this act by its President, Liza M. García Vélez, Esq., of legal age, married, and resident of Bayamon, Puerto Rico, who will provide proof of her authority to enter into this agreement when and where required (hereinafter, the "CEE").

AS PARTY OF THE SECOND PART: DOMINION VOTING SYSTEMS CORPORATION, which appears in the Department of The Treasury's records as Dominion Voting Systems Corporation with Employer Identification Number FEIN 98-0550251, a privately owned company founded in Canada, and organized pursuant to the laws of the Province of Ontario in Canada, duly authorized to conduct business in the Commonwealth of Puerto Rico as certified by the Department of State of the Commonwealth of Puerto Rico, represented in this act by Mr. John Poulos, of legal age, married, and a resident of Toronto, Ontario, Canada, who appears herein as President and Chief Executive Officer of said company, and in such a capacity authorized by said company to enter into this agreement by means of a corporate resolution to such effect (hereinafter, the "CORPORATION" or "Dominion").

RECITALS

WHEREAS, The CEE is authorized in accordance to Article 3.002 (o) of the Electoral Law of the Commonwealth of Puerto Rico to develop a plan to implement an electronic voting or electronic ballot counting system.

WHEREAS, The CEE approved the implementation of an Optical Scanning Vote Counting System (OpScan) to count the ballots. The Request for Proposal (RFP), as amended, to implement this System was adopted unanimously by the Commissioners, on March 28, 2015, hereafter referred to as Appendix N

WHEREAS, The CEE issued a Request for Proposal (RFP) March 27, 2015 for the acquisition of all the hardware, software, firmware and support services required for the successful implementation of an Optical Scanning Vote Counting System (OpScan) hereafter referred to as Appendix J, the RFP.

WHEREAS, the CORPORATION submitted a proposal on May 1, 2015, in response to the RFP, hereafter referred to as Appendix I, the PROPOSAL.

WHEREAS, CEE's Bid Board awarded said Bid to the CORPORATION on July 17, 2015, hereafter referred to as Appendix K, the BID AWARD.

WHEREAS, the CORPORATION submitted a Hardware Lease/Purchase, Software License and Services Contract (Appendix A, thereafter referred to as the "CONTRACT"), to provide the CEE with the instrument to acquire certain computer equipment and software along with services as described in Appendices A – I of this Agreement.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants, representations, warranties, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby

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acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

TERMS AND CONDITIONS

1. **The CORPORATION's Obligations**

Please refer to **Appendix A**, the **CONTRACT**.

2. **Certifications**. The **CORPORATION** hereby certifies that it has filed or provided all required certification pursuant to the requirements of the RFP. Certifications are attached hereto as Appendix M.

Express recognition is made by the **CORPORATION** that the truthfulness of all the assertions made in these certifications, assurances and warranties are requirements of this Agreement. Noncompliance of any of these assertions shall constitute a breach of contract, and the **CORPORATION** will have thirty (30) days to remedy upon written notice from the CEE. The **CORPORATION** is aware that the truthfulness and correctness of the information expressed and certified in this Section is essential to the execution of this Agreement by the CEE.

3. **Additional Equipment**. Any equipment not contemplated by this Agreement or the documents incorporated by reference herein shall be solely on account of the CEE.

4. **Other Financial Terms and Conditions**. The **CORPORATION** and the CEE hereby agree on the terms and conditions set forth in this **AGREEMENT**:

4.1 **Total Price**. The total price of the Equipment, Software and Services to be Acquired, hereunder shall be thirty-eight million, two hundred eighty-eight thousand, two hundred nineteen dollars and fifty-five cents (\$ 38,288,219.55) which includes an annual interest rate of zero percent (0%) throughout the Term. The CEE shall be responsible in all instances for payment or reimbursement in full of all taxes and fees. If the CEE is exempt from taxes and fees, CEE shall supply Dominion an exemption certificate or other similar in a form demonstrating its exempt status.

The CEE agrees to pay the **CORPORATION** pursuant to the payment schedule defined in **Appendix B**.

Provisions have been made by the Puerto Rico Treasury Department for the Fiscal budget year 2015-2016, to provide for these payments required under this Contract, from the Account No. EXXXX-XXXX-779-2011, subject to budget approval by the Legislature for this and fiscal years 2017, 2018, 2019, 2020 and 2021 respectively.

4.2 The performance bond, which will be issued within 5 business days of the fully executed Agreement, will be posted consecutively in amounts corresponding to each of the ten major milestones identified in Appendix C, and released upon met deliverable of each major milestone. Each subsequent performance bond will be issued on the later of one of the following events a) the performance bond of the previous major milestone being released, or b) 30 days before the payment due date of the next major milestone.

4.3 The **CORPORATION** will retain title to and ownership of the System (as defined herein) with full access rights. On July 1, 2024, and only after fulfillment of all its financial obligations and all payments to the **CORPORATION** as defined in the **CONTRACT** and as set forth in Appendices A and B, title to and ownership of the System will be transferred to the CEE .

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4.4 Further Assurances. The CEE and the CORPORATION mutually agree to promptly execute and deliver to each other such documents and take such action as the parties may require in order to more effectively carry out the intent and purpose of this Agreement. It is also agreed that the CORPORATION or the CORPORATION's agent may file, as a financing statement, any document (or copy thereof, where permitted by law) that the CORPORATION deems appropriate to perfect or protect the CORPORATION's security interest in the Collateral or to evidence the CORPORATION's interest in the Equipment. Upon demand, the CEE will promptly reimburse the CORPORATION for any filing or recordation fees or expenses (including legal fees and costs) incurred by the CORPORATION in perfecting or protecting its interests in the Equipment up to an amount not to exceed three thousand dollars (\$3,000.00).

4.5 The CEE represents to CORPORATION that:

- (i) The items Leased/Purchased under **this AGREEMENT** are essential and necessary to the ongoing operations of CEE.
- (ii) CEE has immediate need for, and expects to make immediate use of, such items.
- (iii) There is no known threat that the CEE will eliminate or otherwise reduce any funding necessary to fulfill its obligations under this Lease/Purchase Agreement.

4.6 Lobbying Certification. The CORPORATION certifies that none of the funds from this Agreement will be paid to any person for influencing or attempting to influence an official or employee of any Government agency and/or the Commonwealth Legislature in connection with this Agreement.

The CORPORATION shall require that this lobby certification clause be included in all sub-contracts entered into in the Commonwealth as a result of this Agreement. The CORPORATION acknowledges that a false certification constitutes a default and may be ground for termination of this Agreement.

4.7 Non-appropriation. Notwithstanding anything contained in this Agreement to the contrary, in the event that the Legislative Assembly of the Commonwealth of Puerto Rico does not assign funds or assigns insufficient funds to the CEE to satisfy any payment commitment in fiscal years after the fiscal year in which this Agreement was executed, this Agreement shall be deemed terminated and the CEE shall be released from its payment obligations, without any charge, interest, or penalty; provided, that, CEE has (a) taken all those legally available actions in order for the Legislative Assembly to approve sufficient budgetary resources to satisfy its payment obligation during a specific fiscal year, and (b) returned the Equipment to the CORPORATION at the end of the fiscal year for which it had sufficient budgetary resources to satisfy its payment obligations.

4.8 The CEE commits that, on or before December, 2015, it will provide the CORPORATION with a Certification from OGP (Office of Management and Budget of the Commonwealth of Puerto Rico) stating that the funds for the payment of the second initial invoice of \$7,166,666.50 will be available on or before July, 2016.

4.9 The rights acquired by the CORPORATION under this Agreement shall not be assigned without the prior approval, in writing, of the Government Development Bank for Puerto Rico (hereinafter, "GDB"), and the CEE except that such prior written approval from GDB shall not be necessary if the transfer and/or assignment of the rights acquired under this Agreement is in favor of a parent, subsidiary, or affiliate company of the CORPORATION. If the rights acquired by the CORPORATION

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under this Agreement are transferred and/or assigned without the prior approval of GDB, such transfer and/or assignment may be annulled, as provided in Act No. 265 of September 3, 2003, as amended.

- 4.10 Approval by GDB. In accordance with Act No. 265 of September 3, 2003, as Amended, this Agreement shall not be executed without first obtaining the prior approval, in writing, of GDB, except in the event that this Agreement is exempt from the application of the provisions of the aforementioned act or the regulations promulgated thereunder. If this Agreement is executed by the CEE without obtaining the prior approval of GDB, it may be annulled.
 - 4.11 NOT A DEBT OF THE COMMONWEALTH OF PUERTO RICO. THIS IS NOT AN OBLIGATION OF THE COMMONWEALTH OF PUERTO RICO. THE OBLIGATIONS INCURRED UNDER THE PROVISIONS OF THIS AGREEMENT SHALL NOT BE CONSIDERED OBLIGATIONS OF THE COMMONWEALTH OF PUERTO RICO FOR THE PAYMENT OF WHICH THE GOOD FAITH, CREDIT, AND TAXING POWER OF THE COMMONWEALTH OF PUERTO RICO ARE PLEDGED.
 - 4.12 Governing Law; Jurisdiction. The Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Puerto Rico and the applicable Federal statutes, regulations and policies. Likewise, the parties hereto irrevocably consent to the jurisdiction of the Courts of the Commonwealth of Puerto Rico, in any action to enforce, interpret or construe any provision of this Agreement or of any agreement or document delivered in connection with this Agreement, as in may be applicable.
 - 4.13 Warranties and Guaranties: The Warranties and Guaranties and similar Provisions over the products in questions provided by the CORPORATION are included in Appendix A, which forms a part of the obligations under this Agreement.
 - 4.14 The License Fees applicable and similar provisions for over the Software in question are included in Appendix D, which forms a part of the obligations under this Agreement.
 - 4.15 Compliance with Tax Laws. The CORPORATION shall be responsible for retention, proper filing and payment of all social security, income tax, worker's compensation, unemployment insurance, disability insurance, and all other labor requirements arising under this Agreement, if applicable. The CORPORATION agrees that it will comply with the Commonwealth tax laws, rules and regulations. The CORPORATION will be responsible for filing its income tax returns and for making any necessary payments to the Department of the Treasury and the Internal Revenue Service of the United States of America, if applicable.
5. Funding provided to the Commonwealth of Puerto Rico under Section 251 of the Help America Vote Act of 2002 (HAVA) created by the U.S. Election Assistance Commission (EAC) will be used by the CEE to implement Title III requirements, including purchasing compliant voting systems, implementing provisional voting, providing information to voters in the polling place, developing and implementing a statewide voter registration list, and identifying voters.

The new OpScan voting system which will be purchased using Federal HAVA funds will be used in conjunction with a CEE system meeting federal disability access requirements.

The selected OpScan System will also meet other HAVA-specified requirements

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including system auditability, provision for alternative languages, and specified error-rate standards. The system will also maintain voter privacy and ballot confidentiality. The State Elections Commission of the Commonwealth of Puerto Rico shall adopt uniform standards for what constitutes a vote on the selected OpScan system.

6. Waiver of Jury Trial. The parties hereby agree to submit any controversy arising under this Agreement or any subsequent amendment of the same to mediation prior to filing any lawsuit. The parties will make reasonable efforts to resolve the dispute by mediation. If no solution to the dispute can be reached after reasonable efforts from each party, the dispute will be submitted to the Courts of the Commonwealth of Puerto Rico.
7. The PARTIES assure that, to the best of their knowledge, no officials or employees of the CEE or any member of their families has any pecuniary interest, direct or indirect, in this Agreement. They also certify that no appointed official or employee of the Executive Branch of the Government of Puerto Rico has any interest in the proceeds or benefits of this Agreement. These certifications and assurances are necessary and made pursuant to Article 3.3(d) and (e) of the Ethics in Government Act.
8. The CEE assures that as of the date hereof, no litigation is pending, (or, to the best of its knowledge, threatened) against the CEE in any court (a) seeking to restrain or enjoy in the delivery of the CONTRACT or of other agreements similar to the CONTRACT; (b) questioning the authority of the CEE to execute the CONTRACT, or the validity of the CONTRACT, or the payment of principal of or interest on, the CONTRACT (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the CONTRACT; or (d) affecting the provisions made for the payment of or security for the CONTRACT.

The CORPORATION assures that as of the date hereof, no litigation is pending, (or, to the best of its knowledge, threatened) against the CORPORATION in any court (a) seeking to restrain or enjoy in the delivery of the CONTRACT or of other agreements similar to the CONTRACT; (b) questioning the authority of the CORPORATION to execute the CONTRACT, or the validity of the CONTRACT, or the payment of principal of or interest on, the CONTRACT (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the CONTRACT; or (d) affecting the provisions made for the payment of or security for the CONTRACT.

9. Certification on Criminal Proceedings. The CORPORATION certifies that as of the date of this Agreement, it has not been convicted, or has no knowledge of being indicted in a criminal procedure for offenses against public integrity, embezzlement of public funds or for the felonies or misdemeanors mentioned in Act Number 458 of September 29, 2000, as amended, in the courts of the Commonwealth, federal courts, or any other court with jurisdiction. It is acknowledged by the Parties that this certification is an essential condition of this Agreement. If the certification is not correct in its entirety or in any of its parts, it shall constitute a material default and a cause for the Government to terminate this Agreement.

The CORPORATION shall immediately notify in writing to the Government if it or any of its officers and directors becomes indicted or convicted in a criminal procedure for any type of offense mentioned above. Failure to comply with this notice constitutes a default and a cause for the Government to terminate this Agreement.

The CORPORATION will require compliance with the clauses described above to any consultant and/or subcontractor hired in the Commonwealth with the funds provided under this Agreement. If said certification is false, The CORPORATION will have just cause for terminating the agreement with the consultant or sub-contractor, and the consultant or sub-contractor will have to reimburse the

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Government any and all amounts received for services performed under this Agreement.

If the circumstances of the consultant or sub-contractor related to child support payments changes at any time during this Agreement, the consultant or sub-contractor shall obtain the necessary certification, inform The CORPORATION, immediately obtain the certification from ASUME and provide a copy to The CORPORATION.

10. The CORPORATION states that at the present time it has no contractual agreements with other government agencies or instrumentalities of the Government of Puerto Rico. The CORPORATION is aware of its duty to inform the CEE immediately upon entering into a contractual relation with any other agency or instrumentality of the Government of Puerto Rico.

11. The CORPORATION expressly acknowledges and recognizes its obligation to decline any interest or participation in any matter that is incompatible or represents a conflict of interests with the CEE. The CORPORATION certifies that it does not have any judicial proceeding in course against the CEE or against any other agency or government instrumentality of the Government of Puerto Rico.

It is well understood that there must not exist any conflict or incompatibility, no matter how minimal, between the obligations assumed by the CORPORATION by virtue of this Agreement and other prior or future obligations of the CORPORATION. This is an essential condition for the execution of this Agreement.

12. The CORPORATION certifies that, it has not been convicted of any offense against the public treasury, trust or official duties or that involves any public funds or property at the state or federal level. It also recognizes that being found guilty of any of the aforementioned state or federal offenses will be cause for the resolution of this Agreement.

The CORPORATION states that, to the best of its knowledge, it is not the object of any investigation, civil or criminal procedure for events related to any of the offenses mentioned herein. It also states that it fully understands its duty to report to the CEE any situation that occurs through the different stages of this Agreement and during the duration of this Agreement and its obligations, that relates to the aforementioned offenses.

The CEE may terminate this Agreement without prior notice if the CORPORATION (President, CEO or any member of the Board) is found guilty of offenses against the public treasury, trust and official duties, or that involve public funds or property at the state or federal level.

13. The gross negligence, willful misconduct, improper conduct or noncompliance by the CORPORATION, will constitute enough cause for the immediate breach upon notice. If the CEE opts for the resolution of the Agreement, the CORPORATION will abstain from performing additional activities, unless the CEE could be harmed by the CORPORATION's inaction, in which case the CORPORATION will notify the CEE of the action that has to be taken. In the event of alleged gross negligence or noncompliance by the CORPORATION, the CEE shall serve written notice upon the CORPORATION identifying the violation and a providing a reasonable cure period. Except as otherwise noted herein, such cure period shall be at least thirty (30) days.

14. Captions and References. The captions contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. All references in this Agreement to Sections and Annexes refer to Sections hereof and Annexes hereto unless otherwise indicated.

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15. **Notices.** All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been received upon receipt if delivered personally or by a nationally recognized overnight courier service, or by confirmed facsimile transmission, or 3 days after deposit in the United States mail, certified, postage prepaid with return receipt requested, addressed as follows (or such other address or fax number as either party shall so notify the other):

If to CORPORATION:

Dominion Voting Systems Corporation
215 Spading Avenue, Suite 200
Toronto, Ontario
Canada M5T2C7
Attn: John Poulos, President and CEO
Fax: 416-762-8663

If to CEE:

Comision Estatal de Elecciones del
Estado Libre Asociado de Puerto Rico
Avenida Arterial B 550
Hato Rey, Puerto Rico 00918
Attn: Liza M. García Vélez, Esq., President
Fax: 787-296-0173

16. **Entire Agreement; Amendments.** This Agreement and all other related agreements, instruments, annexes, and documents executed by both the **CORPORATION** and the **CEE** and specifically incorporated herein by reference or attached hereto constitute the entire agreement between the **CORPORATION** and the **CEE** relating to the Lease/Purchase of the Equipment, Software, and Services and supersede all prior agreements relating thereto, whether written or oral, and may not be amended or modified except in writing signed by the parties hereto.
17. **No Waiver.** Any failure either of the parties to require strict performance of this **Agreement**, or any written waiver by the either of the parties of any provision hereof, shall not constitute consent or waiver of any other breach of the same or any other provision hereof.
18. **Invalidity.** If any provision of this Agreement shall be prohibited by or invalid under law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
19. **Counterparts.** This Agreement may be executed in counterparts, which collectively shall constitute one document.
20. **Authority.** The Parties agree that within thirty (30) days of execution of this Agreement, each Party shall provide the names, titles and level of authority for individuals designated to act on behalf of such Party.
21. **Order of Precedence.** This Agreement is comprised of these general terms and conditions together with Appendices A through M incorporated herein by reference. In the event of a conflict in terms of language among the General Terms and Conditions and Appendices, the following order of precedence shall govern:
- 21.1. This Agreement - General Terms and Conditions
 - 21.2. Appendix A: The Corporation's Contract Standard Terms

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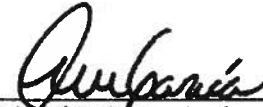
- 21.3. Appendix B: Pricing and Payment Schedule
 - 21.4. Appendix C: Deliverables Schedule
 - 21.5. Appendix D: Dominion Voting Systems Software License Terms and Conditions
 - 21.6. Appendix E: Project Schedule
 - 21.7. Appendix F: Factory Acceptance Testing Procedures
 - 21.8. Appendix G: Inspection Procedures
 - 21.9. Appendix H: Technical Requirements Matrix
 - 21.10. Appendix I: Dominion's Technical Response to the RFP
 - 21.11. Appendix J: RFP and its amendments
 - 21.12. Appendix K: Bid Award
 - 21.13. Appendix L: Notice of Bid
 - 21.14. Appendix M: List of Certifications referred to in this Agreement and the RFP
 - 21.15. Appendix N: CEE Authorizations
22. Registration with the Office of the Controller. None of the obligations of this **CONTRACT** will be required until it has been submitted for registration with the Office of the Controller in accordance with Act No. 18 of October 30, 1975, as amended.
23. Force Majeure: No party to this agreement shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature or Force majeure (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power of confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service.
24. Confidentiality: Each party agrees that it shall not disclose to any third party any information concerning the customers, trade secrets, methods, processes or procedures or any other confidential, financial or business information of the other party which it learns during the course of its performance of this Agreement, without the prior written consent of such other party. Notwithstanding the foregoing, Dominion and CEE may disclose each other's confidential and proprietary information without obtaining prior written consent in the following circumstances only: (a) to employees of the disclosing party, who require such information in order to assist the disclosing party in performing this Agreement; (b) as required in order to comply with any subpoena, audit request, court order or applicable law, provided that the disclosing party gives the other party prior written notice of such disclosure, if possible; (c) if such services have been requested by CEE hereunder, any disclosures in connection with any sales, use or property tax filings and filings under the Uniform Commercial Code, as adopted in Puerto Rico. Notwithstanding anything to the contrary in this Agreement, neither Dominion nor CEE shall have an obligation to keep secret any confidential or proprietary information that is in or becomes part of the public domain. The party's obligations under this Section shall survive the expiration, cancellation or termination of this Agreement.
25. The **CORPORATION** certifies that it has received copy, and understands and recognizes that through this Agreement it is obliged to comply with the provisions established in Act No. 84 of June 18, 2002, as amended, known as the "Código de Ética para Contratistas, Proveedores de Servicios y Solicitantes de Incentivos Económicos"


de las Agencias Ejecutivas del Estado Libre Asociado de Puerto Rico" ("Code of Ethics for Contractors, Service Providers and petitioners of Economic Incentives from the Executive Agencies of the Commonwealth of Puerto Rico").

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date below their signature to be effective as of the date first stated above.

COMISION ESTATAL DE
ELECCIONES

DOMINION VOTING SYSTEMS
CORPORATION

By: 
Name: Liza M. García Vález, Esq.
Title: President

By: 
Name: Steve Moreland
Title: Vice President of Manufacturing and Logistics

Date: 31 agosto 2015

Date: 31 August 2015