

Attachment B: Scope of Work

1. Definitions

- 1.1. “Software” means the GEMS Software and Third-Party Software, that is EAC certified and State of Utah certified
- 1.2. “Specifications” means descriptions and data regarding the features, functions and performance of the GEMS as set forth in user manuals or other applicable documentation.
- 1.3. “Third-Party Software” means software obtained from third-party manufacturers or distributors and provided by Contractor hereunder.
- 1.4. “Warranty Period” means the period beginning on the Effective Date and ending on December 31, 2021, unless contract is canceled before then.

- 2. **Effective Dates.** This contract is effective as of the effective date and, unless earlier terminated under Section 18 of terms and conditions, expires on December 31, 2021, with no renewal options.

3. Limited Warranties.

- 3.1. Warranty Duration. The following warranties will apply to all Contractor Software during Warranty Period.
- 3.2. Contractor Software. Contractor warrants that Contractor Software will perform free of defects that would prevent the System from operation in in conformity in all material respects with its Specifications, so long as Contractor Software is operated with Hardware provided by Contractor or with third-party products approved by Contractor for use with such Contractor Software.
- 3.3. Third-Party Warranties. The warranties in Section 3.1 and 3.2 do not apply to any Third-Party Software, except that:
 - 3.3.1. Contractor warrants that all components of the Contractor Software will interface and function properly with the Third-Party Software so long as such Third-Party Software operates in compliance with all applicable manufacturers' warranties. Contractor will cooperate with Customer in seeking Third-Party provider compliance with Third-Party Software warranties, if needed.

- 4. **Payment.** State Entity shall pay Contractor the amounts specified in **Exhibit A** yearly until contract end date of December 31, 2020. In the event the contract is terminated before December 31, 2020, the price will be prorated to the termination date in given year of termination.

5. **Training.** Contractor will provide GEMS software training scheduled no later than April 30, 2016 with thirty days advance notice to the Contractor. This will include up to 5 days that will include GEMS Software training, and also optional training on the central tabulation and networking of multiple AccuVote OS units. The training will include no more than 2 locations at a time.