

Discussion Item

Election Electronic Voting Proposals

Note: There is \$14,000 in the FY21 budget under Board/Annual Meeting Expenses.

Simply Voting - \$2,230.00: Ballot administration, emailing of access codes to members, email reminders to non-voters, 1,684 individual electronic instruction pages to be included in the March 7, 2022 election mailing.

eBallot - \$3,910.00: Ballot administration, email reminders to non-voters, 1,684 individual electronic instruction pages to be included in the March 7, 2022 election mailing and a final report.

***eBallot administered electronic voting during the 2014, 2015, 2018, 2019, 2020 and 2021 Parkfairfax Board elections. ***



Agreement

THIS AGREEMENT ("Agreement") is made and entered into on this **October 6, 2021** (the "Effective Date") by and between Votenet Solutions, Inc., a Delaware corporation ("Votenet") and the undersigned client ("Client").

CLIENT: Parkfairfax Condominium Association

ADDRESS: 3360 Gunston Rd, Alexandria, VA 22302

PHONE NUMBER: 709.998.6315

NOW THEREFORE, in consideration of Votenet's provision of the Services (as defined below) to Client and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to be bound by this Agreement.

AGREEMENT

1. **Terms and Conditions.** The Terms and Conditions attached hereto shall be binding upon the parties and are hereby incorporated herein for all purposes.
2. **Services.** Client hereby engages Votenet to provide the application and services (the "Services") described in one or more sequentially numbered Statements of Work, each of which shall be attached hereto and incorporated herein for all purposes (each a "SOW").
3. **Service Fees.** Client agrees to remit payment in accordance with the Terms and Conditions and in the amounts set forth on the applicable Statements of Work for Services rendered during the term of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement, which incorporates any applicable SOWs and the attached Terms and Conditions as of the date set forth above.

<u>READ, ACKNOWLEDGED, AND AGREED:</u>	
Votenet Solutions, Inc.	Client
Signature: <i>Alessandra Ap. Belaver</i>	Signature:
Name: Alessandra A. Belaver	Name:
Title: Engagement Manager	Title:
Date: October 6th, 2021	Date:



Terms & Conditions

The following terms and conditions ("Terms and Conditions") are incorporated into the Services Agreement between Votenet and Client.

1. **SERVICES:** Client hereby engages Votenet to provide such Services as may be requested from time to time by Client in accordance with and upon these Terms and Conditions.

2. **STATEMENT OF WORK AND CHANGE ORDERS:**

2.1. Statements of Work. Each Statement of Work (each a "SOW") shall include, to the extent appropriate: (i) a description of the Services to be provided by Votenet; (ii) any work product and specific deliverables to be developed or supplied by Votenet during the course of the Services ("Deliverables"); (iii) the applicable individuals designated by Client in connection with the SOW; (iv) the fees payable to Votenet for the Services to be performed; and (v) such additional provisions applicable to the SOW which are not otherwise set forth in this Agreement.

2.2. Change Orders. Client may request additions, deletions or revisions to the Services provided pursuant to a SOW, provided that all such changes are submitted in writing by Client and are subject to Votenet's prior written approval ("Change Orders). If Votenet determines that a Change Order is necessary, Votenet shall notify Client in writing of such Change Order and fee revision(s), if any, in advance of carrying out the modifications.

3. **PAYMENTS:** All fees and expenses are due and payable on the earlier of: (i) thirty (30) days following the date of Votenet's invoice or (ii) the day prior to the date of an election (if applicable). If payment is not received when due, Client shall be charged a late payment fee equal to 5% of the outstanding balance. Additionally, interest on unpaid invoices or other amounts due hereunder shall accrue at the rate of 1.5% per month or the maximum amount permitted by law until paid. Moreover, Client shall reimburse Votenet for all expenses, including attorneys' and expert witness fees, court costs, and all other expenses incurred in connection with the collection of any amounts owed Votenet under this Agreement or any SOW. No payment by the Client of a lesser amount than the amount set forth on the invoice shall be deemed to be a payment in full of the amount due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Votenet may accept such check or payment without prejudice to Votenet's right to recover the balance of such amount due or pursue any other remedy provided for herein. All fees payable to Votenet shall be non-refundable, notwithstanding any termination of this Agreement. Votenet may, without limitation or penalty, discontinue the provision of Services in the event of a dispute and/or delinquent fees due it, including but not limited to the removal of access to the eBallot system, if applicable, and other information

from Client's servers until Client has paid in full. Further, in the event that Client has engaged Votenet to provide multiple Services, and fails to make payment when and as due, for any such Service, Votenet reserves the right to suspend or discontinue all Services under any SOW until Client has paid in full. Notwithstanding anything contained herein to the contrary, prices set forth on a SOW are subject to change by Votenet upon thirty (30) days advance notice. Services requested by the Client that are not listed on a SOW will be billed at Votenet's then prevailing rate.

4. **EXPENSES:** Client shall reimburse Votenet for reasonable out-of-pocket expenses incurred by Votenet in the performance or delivery of any Services hereunder. Expense reimbursement shall be due upon receipt of invoice.

5. **TERM AND TERMINATION:** This Agreement shall commence as of the Effective Date and shall continue until the later of: (a) twelve (12) months following the date hereof or (b) until all Services required under any SOW have been completed (the later of the foregoing being referred to herein as the "Initial Term"), unless terminated earlier in accordance with this Section 5. Notwithstanding the foregoing, however, this Agreement and all SOWs hereunder shall be terminable by either party for any reason following thirty (30) days written notice to the other party. Notwithstanding the foregoing, however, Votenet may terminate this Agreement immediately and without the necessity of advanced notice in the event of Client's breach of this Agreement. Irrespective of the basis for termination and without regard to which party hereto initiated the termination, Client shall pay Votenet for all

Services (including costs and expenses incurred) that have been performed through and including the effective date of such termination, plus any and all actual and reasonable wind down costs resulting from such termination.

6. **LIMITATIONS ON LIABILITY; DAMAGES; INDEMNIFICATION AND WARRANTIES:**

6.1. Limitation on Liability. Under no circumstances shall Votenet be liable for any consequential, incidental, indirect, exemplary, special or punitive damages, regardless of whether the claim giving rise to such damages is based upon breach of warranty, breach of contract, negligence, tort or other theory of liability, even if Votenet has been advised of the possibility thereof.

6.2. Cap on Damages. Votenet's cumulative liability to the client or its representatives for any and all causes of action arising out of or relating to this Agreement or any SOW shall not exceed, in the aggregate, the lesser of the sum of the fees paid by Client to Votenet within the six (6) month period immediately preceding the event giving rise to the claim or Ten Thousand Dollars (\$10,000), regardless of whether the claim giving rise to such damages is based upon breach of warranty, breach of contract, negligence, tort or other theory of liability.

6.3. Indemnification.

6.3.1. Client Indemnification. Client shall indemnify, defend and hold harmless Votenet and Votenet's shareholders, directors, officers, affiliates, employees and third-party

agents, at its own cost and expense, from and against any and all liabilities, damages, losses, claims, demands, causes of action, debts, costs, and expenses, including attorneys' fees and court costs, to the extent the same is based upon a claim: (i) that Client has breached any of its representations, warranties or obligations hereunder, (ii) that arises out of the negligence or misconduct of Client; (iii) that any data, materials or information provided by Client to Votenet infringes or violates any patent, copyright, trademark, trade name, trade secret, license or any other intellectual property right or other right of any third party; or (iv) that Client has violated any applicable law, including but not limited to, any data privacy law.

6.3.2. **Votenet Indemnification.** Votenet shall indemnify, defend and hold Client harmless from and against any and all liabilities, losses, damages or expenses, including reasonable attorneys' fees and costs, which Client incurs as a result of any claim, suit or proceeding brought or threatened against it which arises from: (i) the material breach of the terms of this Agreement by Votenet; (ii) Votenet's infringement of a third party's copyright, patent or other intellectual property rights in connection with Votenet's provision of the Services rendered hereunder (each, an "Infringing Item") unless such Infringing Item was provided to Votenet directly or indirectly by Client; or (iii) a violation of any applicable law, including but not limited to, any data privacy law in connection with Votenet's provision of Services rendered hereunder. Votenet shall have no liability to Client or any other party for any claims arising from materials delivered by Votenet to a third party which are misconstrued, misinterpreted or misused.

6.3.3. **Warranties.** Votenet warrants that all services provided pursuant to this Agreement will be performed in full conformity with the terms and conditions of this Agreement, with the skill and care which would be exercised by those who perform similar services and in accordance with acceptable industry practice and standards; provided however, Votenet makes no further express, implied or statutory warranties of any kind, including any warranty of merchantability or fitness for a particular purpose. Votenet hereby disclaims any and all other warranties that may be implied from usage of trade, course of dealing or course of performance.

7. INTELLECTUAL PROPERTY: Client acknowledges and agrees that any and all business processes, patents, prototypes, production models, hardware, software, trade secrets, proprietary technology, processes, tests, analyses, notes, information about product development, design, technology, capabilities, ideas, algorithms, formulas, compositions, data, techniques, discoveries, improvements, inventions (whether patentable or not), works of authorship, spreadsheets, data sets, and other intellectual property of Votenet used in connection with the performance and delivery of the Services (the "Votenet IP") shall belong solely to Votenet. However, the Deliverables, including intellectual property developed by Votenet which are incorporated in the Deliverables and which by their nature are intended for the sole benefit of Client shall belong to Client; provided, however that in no event shall Client retain any rights in any of Votenet's know-how. "Know-how" shall mean any and all Votenet's IP, whenever created, and used by Votenet in the conduct of its business, including but not limited to, technical information, ideas, concepts, graphics,

designs, templates and methodologies, together with improvements and modifications to such know-how. Notwithstanding the foregoing, however, each party shall retain all right, title and interest in and to all previously existing materials, methodologies, operating and applications software, programs, architecture data, processes, methods, creations, developments and technical information and intellectual property developed by such party.

8. DATA; COPYRIGHTS AND TRADEMARKS: Any and all data provided by Client to Votenet, if any, or entered into any software provided by Votenet, if applicable, in connection with the performance of the parties obligations under this Agreement (the "Data") shall remain the sole and exclusive property of the Client; provided, however that Votenet shall be under no obligation to verify facts or data supplied to it by Client. Client represents and warrants that it has the unrestricted right to provide the Data to Votenet. Client further represents to Votenet and unconditionally guarantees that any elements of Data, text, graphics, photos, designs, trademarks, or other artwork furnished to Votenet for inclusion in Web pages are owned by Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Votenet and its subcontractors from any claim or suit arising from the use of any elements furnished by Client.

9. INDEPENDENT CONTRACTOR: The parties hereto agree that Votenet is an independent contractor and, as such, neither Votenet nor its personnel shall be considered employee(s) of Client.

10. CONFIDENTIALITY: Both parties hereto shall maintain as confidential and shall not disclose, copy, nor use for purposes other than the performance of this Agreement, any information or proprietary materials (in every form and media) which relate to the other party's business affairs, trade secrets, existing or contemplated products, software, documentation, services, designs, technology, research and development activities, processes, technical data, techniques, methodologies and concepts and any information related thereto and any information relating to sales or marketing methods and customer lists or requirements, including but not limited to data which identify or concern past, current or eligible voters, customers of a party or its affiliates, certain computer data processing tapes, record formats, source and object codes, which identify or concern past, current or potential customers of a party or its affiliates and information and material identified by a party as "Confidential" ("Confidential Information"). Each agrees to protect the other's Confidential Information with the same degree of care it exercises to protect its own confidential information (but in no event less than a commercially reasonable standard of care) and to prevent the unauthorized, negligent or inadvertent use, disclosure or publication thereof. Each party may disclose the other's Confidential Information only to its own employees, consultants or advisors having a need to know for the purposes of this Agreement, provided that such parties agree in writing to maintain the confidentiality of the other party's Confidential Information in a manner consistent with the obligations set forth hereinabove. The obligations of either party under this Section 10 will not apply to information that the receiving party can demonstrate (i) was in its possession at

the time of disclosure and without restriction as to confidentiality, (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the receiving party, (iii) has been received from a third party without restriction on disclosure and without breach of agreement or other wrongful act by the receiving party, or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority, provided that the receiving party shall furnish prompt written notice of such required disclosure and reasonably cooperate with the disclosing party, at the disclosing party's cost and expense, in any effort made by the disclosing party to seek a protective order or other appropriate protection of its Confidential Information. The confidentiality obligations contained herein shall survive the termination of this Agreement. Upon the termination or expiration of this Agreement, each party shall return all Confidential Information of the other party to such party and shall not retain any copies, extracts or other reproductions in whole or in part of such tangible material. Any such destruction shall be certified in writing to the disclosing party. In the event of a breach by either party of a duty of confidentiality, monetary damages alone shall be deemed inadequate. The non-breaching party shall be entitled to injunctive, equitable and other legal relief, including repossession of any proprietary information plus reasonable costs including attorneys' fees.

11. **SECURITY:** Votenet and Client shall each take reasonable precautions (having regard to the nature of their respective obligations under this Agreement) to preserve the integrity of all Confidential Information

and Data. All Data provided by Client for use with Votenet Service Packages will be managed and backed up periodically, using industry standard-grade security protocols and procedures. Upon notice to Votenet of any unauthorized breach of security, Votenet will take commercially reasonable steps to: (i) notify Client of the breach; (ii) terminate access through the original password, issue a new password, and/or institute other security measures to eliminate the breach and restore security and all data contained therein; and (iii) take all other steps reasonably requested by Client to ensure the security of Client's Confidential Information.

12. **INSURANCE POLICIES:** Votenet shall, at its own cost and expense, obtain and maintain in full force and effect, liability insurance to cover Votenet's obligations under this Agreement and any applicable SOW, including the following policies and limits of coverage:

12.1. Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate for bodily injury, personal injury and property damage.

12.2. Workers' Compensation Insurance in full compliance with all applicable state and federal laws and regulations and which covers all employees of Votenet.

13. **MARKETING:** Votenet reserves the right to display Client's logo on Votenet's website and reference Client's name in any publicity/marketing materials (including, without limitation, the Internet).

14. **FORCE MAJEURE:** Votenet shall not be deemed to be in default of or to have

breached any provision of this Agreement as a result of any delay, failure in performance or interruption of service resulting directly or indirectly from acts of God, terrorism, insurrection, civil disturbance, acts of the government in its sovereign capacity, fires, epidemics, interruptions in telecommunications, or internet services or network provider services, or any other occurrence beyond its reasonable control.

15. **TAXES:** Unless Client is exempt and has provided evidence thereof in a form sufficient to Votenet, Client agrees to pay any applicable sales and use taxes and any other taxes on amounts due under the terms of this Agreement.

16. **DISPUTE RESOLUTION:** The parties agree that any disputes arising hereunder or a SOW or SLA (other than a dispute arising from amounts due from Client to Votenet) shall be submitted to an independent mediator acceptable to both parties and then, in the event of a continuing disagreement hereunder, to binding arbitration which shall be governed by the Rules of the American Arbitration Association. Any mediation or arbitration shall occur in the State of Virginia. The parties further agree to equally share the expenses associated with such mediation and arbitration. The parties hereby waive any right to trial by court and/or jury, provided, however, that nothing herein shall prevent or limit Votenet from seeking an injunction in a court of competent jurisdiction as provided for herein. Notwithstanding the foregoing, however, in the event of nonpayment of any amount due hereunder, Votenet may pursue any and all legal and equitable remedies available to it in a court of competent jurisdiction located within the State of Virginia.

17. **MISCELLANEOUS:** The Agreement, these Terms and Conditions, and any SOW and SLA shall serve as the complete agreement between the parties concerning the Services to be performed and may only be modified in a writing signed by an authorized representative of both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, such court may interpret any such provision to the fullest extent of the law with respect there to and the remaining provisions hereof shall remain in full force and effect, to be read and construed as if the void or unenforceable provisions were originally deleted or modified as provided by such court. Client shall reimburse Votenet for all expenses, including attorneys' and expert witness fees, court costs, and all other expenses incurred by Votenet in attempting to enforce any of its rights hereunder. Any notices, requests, demands, waivers, consents, approvals, confirmations or other communications (each, a "Notice") that is required hereunder shall be made in writing and be deemed given only if delivered personally, sent by facsimile (with transmission confirmed), by prepaid U.S. certified mail (return receipt requested), or by prepaid express courier, addressed to the parties at the addresses and/or fax numbers set forth in this Agreement. All Notices to Votenet, shall also be copied to Momentum Law Group, Attention: Michael S. Gottlieb, Esq., 9211 Corporate Blvd., Ste. 350, Rockville, MD 20850, facsimile (301) 658-2114. Client may not sell, pledge, license, assign, or otherwise transfer, whether voluntarily, by operating of law or otherwise, any of its rights and obligations under this Agreement or any applicable SOW or SLA without the prior written consent of Votenet. This Agreement and any applicable SOW shall be binding upon

the parties and their permitted successors and assigns. The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent or other breach by that other party. This Agreement shall be governed by and construed in its entirety in accordance with the internal laws, and not the laws of conflict, of the Commonwealth of Virginia. This Agreement shall not be construed more strictly against any party merely by virtue of the fact that the Agreement may have been drafted or prepared by such party or its counsel, it being recognized that all of the parties hereto have contributed substantially and materially to its preparation and that this Agreement has been the subject of negotiation between the parties and is a product of that negotiation.

18. **LICENSE:** (APPLICABLE ONLY FOR eBALLOT, SOFTWARE AND OTHER LICENSED SERVICES PROVIDED BY VOTENET). Votenet grants Client a non-exclusive, worldwide, non-transferable right and license(s) to utilize the software and services provided as part of the Services selected under this Agreement in accordance with the terms and conditions set forth herein. In no event shall Client transfer,

sell, assign, duplicate, reverse engineer, decompile, or use for any other purpose besides that contemplated by the SOW any software, graphics, services and any information and data contained within any deliverable provided to Client under a SOW, regardless of form. Notwithstanding anything herein to the contrary, if Votenet customizes the contents of a Service Package to meet the Client's specifications, such modifications, additions or deletions shall not be deemed a work made for hire for purposes of the U.S. Copyright Act and nothing herein shall be construed to assign or transfer any rights in software code and documentation, in which Votenet retains all right, title, and interest subject to the license hereby granted.

19. **ORDER OF PREFERENCE:** eBallot's online Terms of Use at www.eballot.com/terms-of-use and Privacy Policy at www.eballot.com/privacy are incorporated by reference herein and in the event of any conflict between these Terms and Conditions and the Terms of Use or Privacy Policy, a SOW or the SLA, these Terms and Conditions shall take precedence. In the event of conflict between the SOW and SLA, the SOW shall govern.



Statement of Work

Contract Start Date: 11/20/2021

Contract End Date: 11/20/2022

Item	Description	Cost
Voting Event	Includes: <ul style="list-style-type: none">• (1) Managed voting event for up to 1700 eligible voting members	
Vote Management Services	Includes: <ul style="list-style-type: none">• Ballot setup and support• Ballot consulting and schedule• Email setup<ul style="list-style-type: none">◦ (1) Email notification◦ (2) Email reminders• Question filtering (Ward 1 Seat and (2) At Large Seats)	
Client Support	Includes: <ul style="list-style-type: none">• (1) Certified Results report• Custom ballot mapping	
		Total: \$3,910.00



Client Designees

The Client hereby designates the following individuals as authorized Client contacts for performance of the Services by Votenet:

PRIMARY CONTACT:

Primary Contact is authorized by the Client to approve purchase of eBallot custom work, modules and services. Approval must be given in writing. Only the Client's Primary Contact is authorized by Votenet to request ballot management and voter management adjustment services after ballot activation. Services rendered will be billed to the Client at the rates specified above in this Statement of Work. In order to ensure an efficient working environment between the parties, Client agrees that Client's Primary Contact shall be the "Point of Contact" responsible for communicating with and ensuring timely delivery of Client's deliverables to Votenet, unless and until Primary Contact notifies Votenet in writing that the Primary Contact is designating a different Point of Contact.

Name:

Title Organization:

Address:

City:

State:

Zip:

Telephone:

Email:

BILLING CONTACT:

All bills and billing inquiries shall be submitted and/or made to the following individual.

Name:

Title Organization:

Address:

City:

State:

Zip:

Telephone:

Email:



Payment Method

Amount Due: **\$3,910.00**

Payment Method (circle one):

- **CHECK**

- **BANK WIRE**

For bank wire payments, please add an additional charge of \$50 USD that will be applied to process the payment. This fee is in addition to any fees the client pays for. Once payment has been submitted/processed please send payment details or confirmation to accounting@eballot.com)

- **CREDIT CARD** (for amounts less than \$5,000 USD)

Type (circle one): Mastercard Visa AmEx

Name on the Card:

Card Number:

Exp Date:

Security Code:

Billing Address:

Permission to Use Credit Card

By:

Name:

Title:

Date:



Service Level Agreement (SLA)

The terms contained in this Service Level Agreement ("SLA") are incorporated into the Service Agreement between Votenet and Client.

1. **OBJECTIVE.** eBallot's goal is to provide you with an outstanding product and excellent service. The purpose of this SLA is to establish service and response metrics and processes to enable the parties to work together effectively and efficiently.

2. **THIRD PARTY APPLICATIONS.** Unless otherwise agreed upon, Client shall be responsible for paying for all license maintenance, upgrades, and support fees and charges in order to ensure that the use of third party applications and software are in full compliance with the vendor's legal requirements. If the functionality of a third party application or software becomes compromised, Votenet will endeavor to address the issues with the vendor of the third party application or software. However, Votenet bears no responsibility for functionality of third party applications. Any delays regarding the applications availability that arise which are outside of Votenet's control will be discussed with Client's Primary Contact.

3. **AUTHORIZED DOWNTIME.** Although Votenet will attempt to select a time which will cause the least disruption and inconvenience, planned and emergency maintenance ("Authorized Downtime") will be determined at the sole discretion of Votenet. Votenet will give Client's Primary Contact forty-eight (48) hours' notice of planned maintenance.

4. **SERVICE FAILURE.**
 - a. Service interruptions, outages or inaccessibility ("Service Failures") shall not include:
 - i. Equipment, software, applications, or cloud services under the control of or provided by Client, AWS or any third party.
 - ii. Client error.
 - iii. Client's failure to



1. provide deliverables in a timely manner as set-forth in the SOW [or Schedule 2(b) attached hereto and incorporated by reference herein];
 2. respond to a request for information or action from eBallot; or
 3. notify eBallot of a Service Failure.
- iv. A termination of Service for failure to remit payment in accordance with the Terms & Conditions or misuse of eBallot's products.
 - v. Authorized Downtime.
- b. Upon request, Votenet will email Client an explanation with regard to Service Failures. The email shall contain the time the Service Failure began, the time it was corrected, the length of the Service Failure, and the corrective action taken.
 - c. Votenet will use reasonable efforts to begin working on a Service Failure other than Authorized Downtime within two (2) hours of learning about said service failure, and restore service accessibility to Client as soon as possible, Votenet cannot guarantee that the problem(s) will be resolved within any specific period of time
5. **ASSESSMENT.** Votenet will review the following data on a monthly basis (for the preceding month):
- a. The raw availability number(s),
 - b. The support emails, and
 - c. The list of authorized downtime or other special circumstances.
6. **POINT OF CONTACT.** All communications to and with Votenet shall be through Client's Primary Contact, as designated in the SOW. Client's Primary Contact shall be responsible for ensuring timely delivery of Client deliverables.

7. **CLIENT'S RESPONSIBILITIES.** Client shall:

- a. Notify Votenet's support team about a Service Failure or other service problem;
- b. Be responsive to Votenet during support calls; and
- c. Provide deliverables to Votenet in a timely manner as set forth in the SOW or [or Schedule 2(b) attached hereto and incorporated by reference herein].

8. **SUPPORT**

- a. Votenet provides customer support Monday thru Friday from 9am to 5pm EST at help@eballot.com for Client and its staff. Assistance for individual voters should be directed to Client or the eBallot support staff member designated in the SOW.
- b. The support team will obtain information from Client along with assistance, (if required) to determine if a Service Failure exists. The support team will set the time of the Service Failure, clock the duration of the Service Failure, and record the time service is restored. This log will be used to determine the availability level provided by Votenet to Client.

Proposal For
Parkfairfax Condominium

Attention: Dana Cross

November 9, 2021

Victor Chemtob
Onboarding Manager
Simply Voting Inc.
vchemtob@simplyvoting.com
1 (800) 585-9694 ext. 803



Introduction

I am pleased to present the following proposal for the Simply Voting service.

Simply Voting would provide the **Parkfairfax Condominium** with a secure, cost effective, and environmentally friendly solution for voting events. We've already helped many organizations and institutions successfully conduct certified elections, by-law ratifications, and other voting events online. By running elections on our platform, your voters will feel confident that their votes are processed by a neutral 3rd party and in a transparent manner. You can also count on our support team as a virtual part of its elections staff; we are always on the spot and at your side.

Feel free to ask me any questions that you may have regarding this proposal. Thank you for considering Simply Voting for your business. I look forward to serving you in the near future.

Simply Voting Qualifications and Experience

Simply Voting Inc. is headquartered in Montreal, Canada. We have twenty employees and service more than 4,000 customers in 67 countries.

We are a full-service provider of the most secure and cost-effective, hosted online elections. Our voting system was launched in 2003 and our first customer was the Student's Society of McGill University. They continue to be one of our many happy, repeat customers. Many organizations such as municipalities, universities, unions and many not-for-profits rely on Simply Voting for safely executing their elections.

We are an agile company and our voting system is constantly evolving with technology and security innovations. Many reputable third parties have audited our product, technical infrastructure, and corporate infrastructure. These audits confirm that Simply Voting possesses the integrity and security which we promise.

Our Mission: To achieve excellence providing secure and efficient voting solutions and to create value for the organizations we serve.

Our People: Dedicated staff who understands that transparency and perfection are a must in this industry.

Our Strengths: Timely customer service, simplicity of design, high security, and the ability to deliver custom solutions quickly.



How It Works

Simply Voting offers a Fully Managed Election experience. With a Fully Managed Election, our staff performs the setup and administration described further below. If you opt to manage your own elections self-service, your staff performs the setup and administration, with technical support from Simply Voting staff as necessary.

Part 1: Election Set-Up

Using our easy-to-use Election Manager, you create an election specifying the dates and times. Voting terms can be anywhere from minutes to months long. You then define the election: you specify descriptions and questions, upload candidate photos if necessary, and upload a list of eligible voters with voting credentials, weights and segments.

Voter credentials can be in-part generated by Simply Voting's system, such as unique passwords, or you can specify and upload voter credentials based on existing "Member IDs" you already may have in place.

With the email addresses of your eligible voters, you can send out a mass email using our Email Blast feature containing a link to the ballot as well as unique, secure authentication credentials to each eligible voter. This email can also contain a Direct Vote link with unique authentication credentials encrypted into it, thus all the voter has to do is click on the link and they will be automatically authenticated and eligible to vote in any ongoing elections.

Part 2: Internet Voting

Voters arrive at your branded voting website and are authenticated. Once logged in, if the voter hasn't yet voted a tamper-proof electronic ballot will appear. Once the ballot is filled, the voter may review their ballot prior to final submission. When the voter submits a ballot, the results are encrypted and kept anonymous. The voter is issued a receipt, which allows them verify their vote was cast as desired, and is now blocked from voting for this election again.

As voting proceeds, reminder emails can be sent out to voters and reports on mid-election turnout are also available.

Part 3: Results

Once voting has ended the results are immediately tabulated. You can download and view the results in the Election Manager along with various reports on voting activity before choosing to publish the results or not (by default, results are not published). Once published, the results are made available to the public on your voting website and anyone will be able to verify the results by downloading a file containing votes and receipt numbers.



Advantages & Features

Top-Notch Security

Simply Voting was designed from the ground-up to minimize the risk of electoral fraud or breach of secrecy:

- ⤴ Voters who bypass authentication or have already voted are denied access to the ballot.
- ⤴ One-vote-per-voter is guaranteed by marking electors as voted and storing the vote in a single transaction. Even if a voter submits the ballot simultaneously on several devices, this technology guarantees that only one vote is accepted.
- ⤴ Ballots are rigorously checked for validity before being accepted.
- ⤴ All administrator and voter activity is logged with timestamp and IP address.
- ⤴ Communication between the voter's computer and our website is encrypted with *TLS 1.2* and strong cipher suites to protect against current and future encryption attacks.
- ⤴ The entire voting system database is encrypted at rest using AES-256 encryption.
- ⤴ Our servers are "hardened" and are subjected to daily *Trust Guard* PCI Compliance security scans.
- ⤴ Our voting system is regularly subjected to penetration tests by *Spirent SecurityLabs* and source code security audits by *HP Fortify*.
- ⤴ Simply Voting adheres to guidelines established by the *Open Web Application Security Project*.
- ⤴ Any change to the voting system must pass an internal security review before going live.
- ⤴ All staff workstations are kept up-to-date and protected by access password, firewall, anti-virus, anti-spamware and disk encryption.
- ⤴ We authenticate our emails with *DMARC* (Domain-based Message Authentication, Reporting & Conformance) to protect voters from phishing attacks.
- ⤴ Our servers are protected by a very powerful firewall, *FortiGate Unified Threat Management*, which includes an *Intrusion Detection System* and a redundant firewall on hot standby.
- ⤴ Simply Voting uses an automated and always-on solution from Radware to protect against Denial of Service (DoS) attacks.
- ⤴ We use redundant *Anycast DNS* deployments which protects against DNS-based DDoS attacks.

Fully Hosted & Reliable

Don't worry yourself about servers, IT staff, installing software or taking backups. Simply Voting gives you instant access to the latest technology and is ready to process millions of votes around the clock.

Simply Voting is built on an enterprise-class cloud computing service powered by high performance IBM hardware, with full redundancy across the entire infrastructure (no single points of failure). Our data centre is in a stable mountain zone, away from earthquake, hurricane, tornado, and severe weather zones. The data center contains advanced power, cooling and security infrastructure, and Cisco Data Center 3.0 network architecture. It is staffed 24x7, backed-up by an offsite network operations center. We also use several Anycast DNS clusters to ensure fault tolerance at the DNS level.

Simply Voting uses third party offsite monitoring tools to automatically monitor key “vital signs” of our voting system 24x7 and a technical staff member is immediately notified of any anomaly. Simply Voting maintains a Disaster Recovery Plan as well as a Hot Site at a backup data center in a different geographical area. The Hot Site is synchronized with the primary data center using remote database replication. Should the primary data center experience an outage, we have the capability of quickly redirecting traffic of the entire voting system to the Hot Site, minimizing disruption to ongoing elections and avoiding any loss of data. You can rest assured that your election is always protected and available in the case of a disaster.

100% Availability Guarantee

Simply Voting endeavors to provide the most reliable infrastructure possible for our online voting system. We guarantee that all functionality is available 100% of the time in a given month, excluding special planned maintenance. We will credit your account 5% of your election fee for each 30 minutes of unavailability (up to 100%).

Certified Results

Trust is an important advantage of having the experts power your election. With the security of an independently managed server and service, your voters can rest assured that their votes will be counted properly. We display a *certified by Simply Voting* seal on your published results. On request, we also provide a Letters of Certification attesting to the validity of your results.

McAfee Enterprise-Ready Rating

Simply Voting received the highest CloudTrust Rating from McAfee. McAfee performs objective and thorough evaluations of cloud services based on a detailed set of criteria developed in conjunction with the Cloud Security Alliance (CSA). Services designated as McAfee Enterprise-Ready fully satisfy the most stringent requirements for data protection, identity verification, service security, business practices, and legal protection.



Confidentiality

Simply Voting takes secrecy of the vote very seriously. It is impossible for election organizers to determine what a particular voter has voted as the results are anonymous. All voter information is removed from our servers if you choose to have the election deleted. We never make use of voter information for anything other than voting and never share such information with third parties. Our privacy policy (available on the Simply Voting website) and voting system have been independently certified by TRUSTe for compliance with their Privacy Certification and Trusted Cloud requirements.



SOC 2 Certification



Simply Voting is SOC 2 Type I certified. The SOC 2 is a widely recognized auditing standard issued by the American Institute of Certified Public Accountants (AICPA). An auditor's report details a service provider's ability to offer adequate controls and safeguards when they host or process data belonging to their customers. The audit focuses heavily in the areas of security, availability and confidentiality. It addresses important topics such as backup and recovery, computer operations, and human resources. The data centers where Simply Voting servers are located are similarly SOC 2

Type II certified. These certifications are an independent validation of the quality, integrity and reliability of Simply Voting's infrastructure and services

Simply Voting is "Green"

Simply Voting is the most eco-friendly online voting system in the world. We've lowered our carbon footprint to a small fraction of a typical website by hosting virtualized servers in an efficient data center powered by Hydroelectricity. Furthermore, we choose clean, pollution-free energy with Bullfrog Power. Bullfrog's generators put green electricity onto the grid to match the amount of electricity we use in our offices.



Simply Voting is Insured

Simply Voting is insured with the Berkley Insurance Company. Simply Voting maintains a \$5,000,000 General Business insurance policy as well as a Cyber Liability insurance policy which covers Errors & Omissions for \$1,000,000 and Privacy Breach for \$1,000,000. This helps protect your organization and your voters.

Flexible Ballot Questions

Simply Voting supports many types of questions to meet your needs. Here's what you can do:

- Specify ballot or question introductory text
- Attach photos & descriptions to each candidate

- Allow for a single winner or multiple winners
- Allow voting for write-in candidates
- Control the minimum and maximum number of candidates that voters are allowed to select
- Control whether voters are allowed to abstain from voting
- Run preferential questions with the Single Transferable Vote (STV) / Hare-Clark / Alternative Voting / Instant Runoff Voting counting method
- Run preferential questions with the Condorcet Ranked Pairs counting method
- Run cumulative voting questions
- Add comment boxes to collect feedback from voters

Mobile Optimized Voting

Thanks to a responsive web design that adjusts according to the type of device being used, the voting website delivers an optimal viewing and interaction experience on a desktop computer, tablet, and smartphone. Voters using a mobile device will not have to zoom, pan or scroll sideways because all the elements on the voting website are properly sized and placed.

Social Media Sharing



Once the voter casts their ballot, integrated Facebook, Twitter and LinkedIn buttons appear, encouraging voters to promote the fact that they voted across those social networks. Voters can post a default message or choose to personalize it. Social media sharing increases awareness of your election, and encourages more eligible voters to participate thanks to positive social pressure.

Voter-Verified Audit Trail

Once the electronic ballot has been cast a printable receipt is provided to assure voters that their votes have been recorded as intended. Should you opt to publish the final results, anyone will be able to download a file containing votes and receipt codes. This serves as a Voter-Verified Audit Trail (VVAT) - an independent verification system for voting systems designed to allow voters to verify that their vote was cast correctly, to detect possible election fraud or malfunction, and to provide a means to audit the stored electronic results.

Accessible Ballots



Simply Voting is committed to supporting electors with disabilities and making sure the ballot works with assistive technologies. The interface of our voting websites are regularly audited against Section 508 and WCAG-2 accessibility requirements by the Bureau of Internet Accessibility, which provides a comprehensive compliance and remediation report. This ensures voting websites are compatible with screen-reading technology such as JAWS.



Cross-Browser Compatible

Thanks to Simply Voting's minimalist design and compliance with W3C web standards, our system is compatible with all modern browsers and web-enabled cellphones so that voters can vote on the go. We test across various browser/OS/device combinations using BrowserStack.

Branded Voting Website

Simply Voting provides you with an exclusive website for your elections with a URL like <https://parkfairfax.simplyvoting.com/>. The voting website is branded with your logo & colours, is easy to use, works with all modern browsers, and looks professional. You also have the option of publishing voting results with the click of a button.

Other features include...

- ▲ Multiple Overlapping Elections
- ▲ "In Person" Kiosk Voting Support
- ▲ Email Confirmation & Voting Changing
- ▲ Multilingual Voting Website
- ▲ Telephone Voting Support
- ▲ Paper Voting Support
- ▲ Weighted Voting Support
- ▲ "Paper" Audit Trail

Premium Services & Features

Simply Voting also offers a range of Premium Services such as fully-managed elections, managed mailings, customizations to the voting technology, and Premium Features like voter segmentation or weighted voting.

❖ **Voter Segmentation**

With voter segmentation, you can categorize voters into groups, restricting access to certain ballot items and delivering a unique ballot to each group of voters, so they only see and access what is relevant to *their group* (e.g., their classification) in addition to what is relevant *to all voters*. Voter segmentation also allows for targeted email blasts to specific groups, as well as additional turnout tracking.

This Premium Feature carries with it a onetime activation fee. See the *Pricing* section for more details.

❖ **Standard Weighted Voting**

With weighted voting, election organizers can assign each voter a vote weight that will be applied once their ballot is cast, equally to all selected options. The final results will take into account vote weight, and note how much vote weight was cast in total as well.

This Premium Feature carries with it a onetime activation fee. See the *Pricing* section for more details.



❖ Fully Managed Election

If you desire to be more hands off from the election setup and management process, Simply Voting offers a fully managed election premium service. You can expect the following with a fully managed election:

Your staff will...

- Fill out "Fully Managed Checklist," if provided to you by Simply Voting.
- Provide ballot content (such as what is being voted upon, candidate materials such as statements or photos, explanatory ballot descriptions, email blast wording, etc.) in an editable format, once you have internally finalized the content.
- Provide the elector list in a spreadsheet format, based on the guidance provided to you by Simply Voting in regards to what information is required for your event.
- Continue to have access to the Election Manager tool unless otherwise requested.
- Remain the point of contact for any voter inquiries that come in, though case by case inquiries can be escalated to Simply Voting.

Simply Voting staff will fully...

- Manage the setup of the election event to your previously defined specifications.
- Coordinate with your election organizers to provide previews and samples.
- Coordinate additionally purchased premium services.
- Manage the distribution of email blasts.
- Report on mid-election turnout and report on post-election results.
- Monitor the election as it proceeds to ensure that everything is working as intended.

The Fully Managed Election fee is based Simply Voting's understanding of your requirements and your timeline. Should your requirements change or your timeline be compressed, prices may be adjusted accordingly.

Technical Support

All our customers are backed up by a team of experts committed to helping you run successful elections! If you have a question or experience a problem, we are standing by to give you quick and effective assistance. In case of emergency, we have a support representative on call at all hours. We want our customers to be more than satisfied with their investment, so our support team is always on the spot and at your side.

Company and Server Location

Simply Voting Inc. is a specialized provider of secure, hosted online elections. Our headquarters are located in Montreal, Quebec in Canada, while our primary servers are located in Kelowna, British Columbia and our back-up servers are located in Mississauga, Ontario.



References

Simply Voting has already proven itself with over 4000 customers, including the following organizations and institutions:

- ⤴ National Breast Cancer Coalition (USA)
- ⤴ National Contract Management Association (NCMA)
- ⤴ National Court Reporters Association
- ⤴ American Dental Assistants Association
- ⤴ Association of American Geographers
- ⤴ Canadian Football League Players' Association (CFLPA)
- ⤴ Canadian Society for Exercise Physiology (CSEP)
- ⤴ Canadian AIDS Treatment Information Exchange (CATIE)
- ⤴ Green Party of Canada
- ⤴ University of Minnesota
- ⤴ Montgomery College
- ⤴ Colorado State University-Pueblo

- ⤴ Pima Canyon Estates HOA (AZ)
- ⤴ Club Donatello Owners Association (CA)
- ⤴ Berkeley Hills Townhome Owner's Association (CA)
- ⤴ Colorado Apartment Association (CO)
- ⤴ Apartment Association of Southern Colorado (CO)
- ⤴ Pelican Lake Motorcoach Resort (FL)
- ⤴ Riverbend Motorcoach Resort (FL)
- ⤴ Vista Cay HOA (FL)
- ⤴ Hickory Run Townhouse Association (IL)
- ⤴ Eagle Ridge Townhouse Association (IL)
- ⤴ Spring Creek Townhouse Association (IL)
- ⤴ Ocean Beach Shores Club (NJ)
- ⤴ Longleaf Neighborhood (SC)
- ⤴ SoCo Urban Lofts Condo Association (TX)
- ⤴ Possum Kingdom POA (TX)
- ⤴ Long Canyon Phase 1 HOA (TX)
- ⤴ Snow Hill HOA (VA)
- ⤴ Skyline Square Condos (VA)
- ⤴ Semiahmoo Marina Condo Association (WA)
- ⤴ Tagalong HOA (WI)

Pricing

Simply Voting's election fees are based on the number of eligible voters. This quote is an example based on the assumption that you would run an election or elections with 1700 or less electors. If there are more electors, the cost will fluctuate accordingly.

Item	Cost	More / Less Electors
System fees: Single Election	\$780.00	~\$0.40 / elector
-OR-		
System fees: 1 Year Plan	\$1,302.00 / year	~\$0.67 / elector

Additional Items	Cost
Weighted Voting	\$150.00 onetime
Voter Segmentation	\$300.00 onetime
Fully Managed Election (optional)	\$1000.00 / election

Notes
<ul style="list-style-type: none">❖ All prices are in USD.❖ Additional items are billed on top of system fees, as applicable.❖ Items marked "onetime" carry a onetime activation fee. Once activated, you retain access to this feature indefinitely and there are no additional fees associated with this feature.❖ If opting for our Fully Managed option, Simply Voting requires a minimum of 5-7 business days with all mailing materials prior to the start of voting. If materials are late, election dates may need to shift or rush fees may apply.

If you foresee Parkfairfax Condominium running two or more elections, the 1 Year Plan is the optimal Plan for getting your money's worth as it covers all elections (up to 10 a year) at or under the purchased election size for 1 year (*in this example, 1700 or less electors*). You can always upgrade your plan for more electors if you ever need to as well.

Getting in Touch

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