THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 06-037

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND DOMINION VOTING SYSTEMS FOR LEASE OF INTERNET VOTING AND VOTE TABULATORS FOR THE 2006 MUNICIPAL ELECTION

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL THEREOF HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be hereby authorized to execute an agreement between the Corporation of the City of Peterborough and Dominion Voting Systems in the form attached hereby as Schedule “A”, and to affix the Seal of the Corporation thereto.

By-law read a first, second and third time this 20th day of March, 2006.

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, Clerk
SCHEDULE A

AGREEMENT
Dominion Voting Systems
Toronto, Ontario

This Agreement dated the 14 day of March, 2006.

BETWEEN:

The Corporation of the City of Peterborough (the “City”)

- A N D -

Dominion Voting Systems
RENTAL AGREEMENT:

AUTOMATED ELECTION SYSTEM

Prepared for: The City of Peterborough

Date: Tuesday, March 14, 2006
Attention: Nancy Wright-Laking
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made as of the date it is executed by the last of the parties named below (the "Effective Date").

BETWEEN: Dominion Voting Systems Corporation, an Ontario corporation ("Dominion");

AND: The City of Peterborough ("Customer").

RECITALS:

A. Customer has agreed to purchase certain election-related services from DOMINION for use in the City of Peterborough (the "Jurisdiction"). The terms and conditions under which such services shall be provided are set forth in the GENERAL TERMS attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

- Agrees to the GENERAL TERMS and the terms and conditions set forth in each Exhibit;
- Agrees that the following Exhibits are incorporated into, and constitute an integral part of, this Agreement:
  - Exhibit A (Pricing, Terms & Conditions)

Customer's Initials

- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada;
- Represents and warrants to the other party that as of its signature date indicated below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement;
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

Dominion Voting Systems Corp.
20 Mowat Avenue, Suite 100
Toronto, Ontario, M6K 3E8
Fax No.: (416) 762-8663

City of Peterborough
500 George St. North
Peterborough, ON, K9H 3R9

Signature

Name (Printed or Typed)

Title

Date

Signature

Name (Printed or Typed)

Title

Date
GENERAL TERMS

Article 1

DEFINITIONS
All capitalized terms used, but not defined, in these General Terms or on an Exhibit are defined as follows:

1.1. "Documentation" means the operating instructions, user manuals or training materials for the DOMINION Equipment and Software.

1.2. "DOMINION Equipment" means DOMINION’s proprietary hardware or other equipment, and includes Dominion firmware.

1.3. "Dominion Firmware" means DOMINION’s proprietary election firmware, all Updates and items delivered to Customer and, unless licensed pursuant to a separate written agreement, all Add-Ons and New Products licensed to Customer.

1.4. "DOMINION Software" means DOMINION’s proprietary election software, all Updates and items delivered to Customer and, unless licensed pursuant to a separate written agreement, all Add-Ons and New Products licensed to Customer.

1.5. "Software” means, collectively, DOMINION Software and software of any other third party.

Article 2

RENTAL OF DOMINION EQUIPMENT/LICENSE OF DOMINION SOFTWARE

2.1 DOMINION Equipment.

2.1.1 Rental of DOMINION Equipment. If Customer has so elected on the signature page to this Agreement, DOMINION shall rent to Customer the DOMINION Equipment described in the proposal documents. DOMINION shall retain title in the DOMINION Equipment at all times.

2.2 Grant of Licenses.

2.2.1 DOMINION Software. If Customer has so elected on the signature page to this Agreement, DOMINION hereby agrees to grant to Customer a non-exclusive, nontransferable license during the Term of this Agreement to use DOMINION’S Software, as described in the proposal documents, and the related Documentation in the Jurisdiction for the elections described in Exhibit A (the "Elections"). The license allows Customer, during the Term of this Agreement, to
use and copy DOMINION’s software and/or firmware (in object code only) and the Documentation, solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction and operating the DOMINION Equipment as contemplated by the Documentation therefore.

2.2.2 Prohibited Uses. The license(s) granted in Section 2.2 do not permit Customer to take any of the following actions:

2.2.2.1 Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the DOMINION Software;

2.2.2.2 Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the DOMINION Software or Documentation, in whole or in part, to or by any third party without DOMINION’s prior written consent;

2.2.2.3 Cause or permit any change to be made to the DOMINION Software without DOMINION’s prior written consent; or

2.2.2.4 Cause or permit any copying, reproduction or printing of any output generated by the DOMINION Software in which DOMINION owns or claims any intellectual property rights (e.g., copyright, trade-mark or patent), including, but not limited to, any ballots, ballot shells or code stock.

2.2.3 Source Code. The license(s) granted in Section 2.2 do not permit Customer to use the source code for the DOMINION Software. DOMINION shall place the source code in escrow with its then-current third party escrow agent. Should DOMINION cease operations and become unable to maintain and support any of the DOMINION Software during the Term of this Agreement, Customer shall have the right to obtain the source code to the extent necessary to enable Customer to use such DOMINION Software in accordance with this Agreement. The source code will remain the property of DOMINION, may not otherwise be used by Customer, and must be returned to DOMINION upon the termination of this Agreement. The cost of using an alternative third party escrow agent shall be borne by Customer.

2.2.4 Updates, Add-Ons and New Products.

2.2.4.1 Updates. During the Term of this Agreement, DOMINION may, but is not obliged to, provide new, non-critical releases, upgrades or maintenance patches to the
DOMINION Software, along with appropriate Documentation ("Updates"), on a schedule defined by DOMINION. DOMINION shall be responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates. All Updates shall be deemed to be DOMINION Software for purposes of this Agreement upon delivery. DOMINION will install all Updates. If Customer proposes changes in the DOMINION Software to DOMINION, such proposals will become DOMINION's property. DOMINION may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party.

2.2.4.2 Add-Ons and New Products. From time to time, DOMINION may, but is not obligated to, offer new features, which can be added on to the DOMINION Equipment or DOMINION Software ("Add-Ons") and new hardware/software products ("New Products") to Customer. Customer may elect to rent/license an Add-On or New Product upon the payment of a fee to DOMINION. Unless any such license is effectuated pursuant to a separate agreement, the Add-On or New Product shall be deemed to be part of the DOMINION Equipment and/or the DOMINION Software upon payment of such fee.

2.2.5 Compliance with Law. DOMINION represents to Customer that the DOMINION Equipment, DOMINION Software, Updates, Add-Ons and New Products will each comply with all applicable requirements of national and provincial election laws at the time of delivery. Customer shall pay DOMINION for any Update, which is required due to a change in applicable law.

2.3 Professional Services. Dominion will provide Customer with the professional services described in proposal documents. The consideration to be paid by Customer to DOMINION for the professional services provided hereunder is set forth on Exhibit A.

Article 3

MISCELLANEOUS

3.1 Delivery. If Customer has elected on the signature page to this Agreement to rent DOMINION Equipment or to license DOMINION Software, DOMINION will ship such items to Customer on a mutually agreed-upon date within ten business days of the estimated delivery dates set forth on Exhibit A. With the exception of the memory cards or unless otherwise agreed by the parties, DOMINION will remove all
items rented or licensed to Customer from Customer’s premises after the results of each election conducted by Customer have been certified. In the case of the memory cards, DOMINION will remove the said items after the 90 day ‘sealed’ period following the Election day. DOMINION will maintain complete custody and control of all items when they are not at Customer’s site.

3.2 Warranties.

3.2.1 DOMINION Equipment/DOMINION Software.
DOMINION warrants that during the Term of this Agreement, the DOMINION Equipment and DOMINION Software will, under normal use and service: (i) perform in accordance with applicable Documentation in all material respects, and (ii) be free from defects in material or workmanship. All replaced components of the DOMINION Equipment or DOMINION Software will become the property of DOMINION. This warranty is effective provided that (I) Customer promptly notifies DOMINION of the nonperformance or defect and is otherwise in compliance with its obligations hereunder, (II) the DOMINION Equipment or DOMINION Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by DOMINION, and (III) the DOMINION Equipment or DOMINION Software to be repaired or replaced is not damaged due to accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by DOMINION or causes beyond the reasonable control of DOMINION or Customer, including natural disaster, fire, flood, unusually severe weather or Acts of God.

3.2.2 Exclusive Remedies. IN THE EVENT OF A BREACH OF SUBSECTION 3.2.1, DOMINION’S OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER’S SOLE AND EXCLUSIVE REMEDIES. DOMINION EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.3 Limitation Of Liability. Neither party will be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Except for such liability as may arise under Section 3.7.1, DOMINION’s total liability to Customer arising out of or relating to this Agreement will not exceed the reasonable costs incurred by the City
in order to conduct a manual re-count of the election. Any action by Customer against DOMINION shall be commenced within 6 years after the cause of action has accrued. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the DOMINION Equipment and Software to achieve Customer's intended results; (b) the use of the DOMINION Equipment and Software; (c) the results obtained from the use of the DOMINION Equipment and Software; and (d) the selection of, use of and results obtained from any equipment, software or services not provided by DOMINION and used with the DOMINION Equipment or Software.

3.4 **Taxes: Interest.** Customer will provide DOMINION with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse DOMINION for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement, but shall in no event be liable for taxes imposed on or measured by DOMINION's income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 3.4, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to DOMINION will bear interest at the lesser of (i) the rate of one and one-half percent per month, or (ii) the greatest amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

3.5 **Proprietary Rights.** Customer acknowledges and agrees as follows:

3.5.1 DOMINION owns the DOMINION Equipment, DOMINION Software, all Documentation and training materials provided by DOMINION, the design and configuration of the DOMINION Equipment and the format, layout, measurements, design and all other technical information (except for Customer supplied information such as election information) associated with the ballots to be used with the DOMINION Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. DOMINION likewise owns all patents, trade-marks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of DOMINION which are protected by law and are of substantial value to DOMINION.

3.5.2 Customer shall not use, or permit the use of, the DOMINION Equipment, DOMINION Software, Documentation or any training materials provided by DOMINION outside of the Jurisdiction or for any purpose other than defining and conducting the Elections and tabulating and reporting the Election results as defined in Exhibit A.
3.5.3 Customer shall not cause or permit the adaptation, conversion, reverse engineering, disassembly or de-compilation of any of the DOMINION Equipment or DOMINION Software.

3.5.4 Customer shall keep the DOMINION Equipment, DOMINION Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trade-mark, patent or other intellectual or proprietary rights notices which are set forth on the DOMINION Equipment, DOMINION Software, Documentation, any training materials and ballots which are provided, and all permitted copies of the foregoing.

3.6 Confidentiality. During the Term of this Agreement, each party (the "Disclosing Party") may provide the other (the "Receiving Party") with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes the terms of this Agreement, the Documentation, the information imparted during training provided by DOMINION, and any other information relating to Customer's or DOMINION's operations, services, products, research or development. "Confidential Information" will not include information that (a) is publicly known at the time of its disclosure; (b) is lawfully received by the Receiving Party from a third party not under an obligation of confidentiality to the Disclosing Party; (c) is published or otherwise made known to the public by the Disclosing Party; or (d) was generated independently by the Receiving Party before disclosure by the Disclosing Party. The Receiving Party will refrain from using the Disclosing Party’s Confidential Information except to the extent necessary to exercise its rights or perform its obligations under this Agreement. The Receiving Party will likewise restrict its disclosure of the Disclosing Party’s Confidential Information to those who have an absolute need to know such Confidential Information in order for the Receiving Party to perform its obligations and enjoy its rights under this Agreement. Such persons will be informed of and will agree to the provisions of this Section 3.6, and the Receiving Party will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them. The Receiving Party may also disclose Confidential Information of the Disclosing Party pursuant to the requirement or request of a governmental agency, a court or administrative subpoena, an order or other legal process or requirement of law, or in order to defend its rights hereunder, so long as it shall (x) first notify the Disclosing Party of such request, requirement or proposal for use in defence; (y) in the case of a required disclosure, furnish only such portion of the Confidential Information as it is advised in writing by counsel that it is legally required to disclose; and (z) cooperate with the Disclosing Party in its efforts to obtain an order or other reliable assurance that confidential
treatment will be accorded to that portion of the Confidential Information that is required to be disclosed. Upon the termination of this Agreement in its entirety, each Receiving Party shall return all Confidential Information of the Disclosing Party which is in its possession or under its control.

3.7 Indemnification by DOMINION.

3.7.1 Intellectual Property Infringement. DOMINION will indemnify and hold Customer harmless from and against any and all damages, amounts paid in settlement and reasonable fees and costs (including reasonable legal fees) (collectively “Adverse Consequences”) arising out of or relating to a claim that any of the DOMINION Equipment or DOMINION Software infringes upon any third party’s United States or Canadian patent existing as of the date hereof or United States or Canadian copyright, trade-mark or trade secret (a “Third Party Infringement Claim”). Customer shall notify DOMINION immediately if it becomes aware of any Third Party Infringement Claim. Customer hereby gives DOMINION full and complete authority, and shall provide such information and assistance as is necessary (at DOMINION’s expense with respect to reasonable out-of-pocket costs), to enable DOMINION to defend, compromise or settle a Third Party Infringement Claim. In addition, if Customer is prevented by a Third Party Infringement Claim from using any of the DOMINION Equipment or DOMINION Software in substantially the manner contemplated by this Agreement, DOMINION shall, at its sole option and expense, procure for Customer the right to continue such use or replace or modify the infringing item. If neither option is commercially reasonable, DOMINION may direct Customer to cease use of the infringing item, and shall refund to Customer an equitable portion of the amount previously paid hereunder for the cost of such item. THE FOREGOING STATES DOMINION’S ENTIRE LIABILITY FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT ARISING UNDER THIS AGREEMENT.

3.7.2 Timely Performance. If, due to DOMINION’s negligence, (i) DOMINION fails to provide any product or service by a date specified herein, and (ii) such failure has or will result in a material detrimental impact on Customer’s ability to define, election or tabulate or report election results in the Jurisdiction in a satisfactory manner or on a timely basis, then at the discretion of Customer, Customer may pass to DOMINION the direct, reasonable, total out-of-pocket expenses incurred by Customer in curing such failure. Customer will submit to DOMINION an itemized statement
setting forth the charges for said expenses. Upon DOMINION’s request, Customer will also provide DOMINION with copies of invoices and other back-up information necessary to confirm the itemized expenses. Customer will take all reasonable steps to mitigate the expenses incurred by Customer hereunder. The remedies set forth in this section are the full extent of Customer’s remedies for the performance failures described in Section 3.7.2.

3.8 Indemnification By Customer. Customer shall indemnify and hold harmless DOMINION from and against any and all Adverse Consequences arising out of or relating to the following:

3.8.1 Any Third Party Infringement Claim resulting from (i) the use of any DOMINION Equipment or DOMINION Software in combination with other equipment, hardware or software not meeting DOMINION’s specifications for use with such DOMINION Equipment or DOMINION Software; or (ii) Customer’s modification or alteration of any item of DOMINION Equipment or DOMINION Software without the prior written consent of DOMINION;

3.8.2 Any claims by Third Parties arising out of or relating to the use or misuse by Customer, its employees, subcontractors and any other persons under its authority or control ("Customer’s Representatives") of any equipment or Software that is not DOMINION Equipment or DOMINION Software; and

3.8.3 Personal injury (including death) or property damage, which is caused by any negligent or willful act, error or omission of one or more of Customer’s Representatives.

DOMINION shall notify Customer immediately if it becomes aware of any claim for which it may be entitled to indemnification under Section 3.8, and hereby gives Customer full and complete authority, and shall provide such information and assistance as is necessary (at Customer’s expense with respect to reasonable out-of-pocket costs), to enable Customer to defend, compromise or settle any such claim.

3.9 Risk of Loss; Insurance. Customer shall bear the risk of loss with respect to the items rented or licensed under this Agreement from the date the items are delivered to Customer’s premises until they are picked up by DOMINION in accordance with the terms of this Agreement. Customer shall notify DOMINION at least 30 days before reducing any insurance coverage set forth on such certificate. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the DOMINION Equipment and Software and shall name DOMINION as an
additional insured thereunder until the end of the Term (with respect to all other items).

3.10 **Excusable Nonperformance.** Except for a delay or failure in the payment of money, if either party is delayed or prevented from performing its obligations under this Agreement due to any cause beyond its reasonable control, including natural disaster, fire, flood, unusually severe weather, terrorism, insurrection, war, Acts of God, labour disputes and governmental regulations, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. DOMINION agrees to work with Customer, at Customer’s request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

3.11 **Term: Termination.** The term of this Agreement (the "Term") shall be the November 2006 Municipal Election, but may be terminated before its expiration as follows:

3.11.1 By either party if the other party breaches any material provision hereof and does not cure such breach within 30 calendar days after it receives notification thereof from the non-breaching party; or

3.11.2 By either party in the event that funds are not appropriated or otherwise made available to support the continuation of performance by Customer hereunder in any subsequent fiscal period; provided, however, that Section 3.11.2 shall not be construed so as to permit Customer to terminate this Agreement in order to acquire (by way of purchase, license, lease or otherwise) a voter tabulation system and/or related services from a third party. Either party may notify the other of the termination, which may occur no later than the beginning of the subsequent fiscal period. Upon termination, DOMINION shall be reimbursed for the reasonable value of any nonrecurring costs incurred, but not amortized, in the price of the DOMINION Equipment or Software delivered to Customer hereunder. Both parties agree that such costs will include the unrecovered DOMINION Equipment and Software costs (if applicable) and reasonable exit costs incurred by DOMINION. The amount of the reimbursement may be paid from any appropriations available for such purposes, and Customer’s highest-ranking officer or official shall use his/her best efforts to timely and sufficiently request the appropriation necessary to pay such amount. The reimbursement is subject to limitation, as set forth on Exhibit A. Customer acknowledges and agrees that its estimated
requirements cover the period of this Agreement and are reasonably firm and continuing, that sufficient funds to pay for the first 12 months of this Agreement are available, and that funds necessary to satisfy Customer’s remaining obligations are likely to be available from sources which are identified in writing.

3.12 **Assignment.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of DOMINION to a successor who has asserted its intent to continue the business of DOMINION, neither party may assign or transfer this Agreement or assign any of its rights hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld.

3.13 **Remedies.** Except as specifically provided herein, the remedies provided to the parties under this Agreement shall be cumulative and non-exclusive, and the parties shall be entitled to seek any other rights to which they may be entitled at law or in equity, subject to the terms of this Agreement.

3.14 **Entire Agreement.** This Agreement, including all Exhibits hereto (all of which are incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party.

3.15 **Severability.** If any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, the remaining provisions of this Agreement shall remain in full force and effect. The unenforceable or invalid provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

3.16 **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when delivered
personally, sent by confirmed fax, sent by commercial overnight courier (with written verification of receipt) or sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties.

3.17 Disputes.

3.17.1 Remedies for Past Due Payments. If any payment to DOMINION is past due more than 30 calendar days, DOMINION may suspend performance under this Agreement until such amount is paid. If Customer’s payment is past due for more than 60 days, DOMINION may, with or without demand or notice to Customer, enter the premises where the DOMINION Equipment and Software is located and remove it.

3.17.2 Dispute Resolution Process. Time is of the essence in resolving disputes. The initiating party shall notify the responding party of any dispute, including all relevant information (e.g., the nature of the dispute, dates, times, persons involved). The responding party shall respond to the notification within 5 business days. Thereafter, the parties shall use their good faith efforts to resolve the dispute within a reasonable period of time. Notwithstanding anything in Section 3.18 to the contrary, either party may apply to any court having jurisdiction over the subject matter of the dispute for a temporary restraining order, preliminary injunction, or other appropriate legal remedy at any time.

3.18 Construction. As used in this Agreement, "including" means "including without limitation". The words "or" and "nor" are inclusive and include "and". The singular shall include the plural and vice versa. The title of each Article, Section, Exhibit and Schedule is inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

3.19 Counterparts: Execution By Facsimile. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

3.20 Time is of the essence. Time is of the essence in this Agreement.
3.21 **Other. In performing its obligations or enjoying its rights under this Agreement,** each party shall comply with all applicable laws and regulations. DOMINION is providing DOMINION Equipment, Software and services to Customer as an independent contractor. DOMINION will not be responsible for (a) user errors, (b) voter errors or (c) problems encountered by any individual in voting. DOMINION may engage subcontractors to provide certain of the DOMINION Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Article 2 and Sections 3.2 to 3.8, 3.13, 3.15, 3.17, 3.20 and this Section 3.21 shall survive the termination of this Agreement, to the extent applicable.

[END OF GENERAL TERMS]
# EXHIBIT A

## PRICING SUMMARY

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<th>Description</th>
<th>Amount</th>
<th>Applicable Taxes</th>
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<td>20 Poll Level Tabulators - CF200 Rental</td>
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<td>GST</td>
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<td>Software License</td>
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<td>Project Management Services</td>
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<tr>
<td>Discount</td>
<td>(21,795)</td>
<td>GST and PST</td>
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**Total Net Rental Sale (CAD)** $180,000 As per above

**Terms & Conditions:**

**Note 1:** Any applicable taxes are **not** included, and are the responsibility of Customer. See Section 3.4. Shipping costs are included as noted. Any premium or rush transportation services requested by the Customer are additive and will be billed as incurred.

**Note 2:** Payment terms are as follows:
- Within ten (10) Calendar Days after Contract Execution: 40% of 2006 Election Net Rental Sale
- Within ten (10) Calendar Days after Equipment Delivery for Election: 40% of 2006 Election Net Rental Sale
- Within ten (10) Calendar Days after Certification of Election: 20% of 2006 Election Net Rental Sale

**Note 3:** DOMINION anticipates delivering the Equipment and Software in accordance with Section 3.1 as follows:

- **Equipment/Software**
  - DOMINION Equipment As Required
  - eVote Suite Programming As Required

**Note 4:** The term of this Agreement shall commence upon execution of this Agreement and shall expire upon completion of the provision of Election Support Services set forth in the proposal documents and certification of the Elections. Customer will release Equipment to DOMINION for pickup within 30 days of Certification of each of the Elections with the exception of the memory cards which will remain in custody of the customer for 90 days after the election.

[END OF EXHIBIT A]