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# BALLOT PRINTING AND MAILING SERVICES AGREEMENT

THIS BALLOT PRINTING AND MAILING SERVICES AGREEMENT ("Agreement") is made as of the date of execution by the Parties, by and between Weber County, a governmental subdivision of the State of Utah ("Client"), and RUNBECK ELECTION SERVICES, LLC, an Arizona corporation, whose address is 2800 S. 36th Street, Phoenix, AZ 85034 ("Runbeck") (Collectively, the "Parties").

## RECITALS

1. Runbeck is the provider of certain ballot printing and mailing services (the "Services"), more fully described in Exhibits A and B, which are available for subscription. Runbeck also offers other services, support and products ("Products") related to the elections process and the Services.

2. Client desires to obtain from Runbeck the Products and Services that are described in Exhibits "A" and "B".

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and other good and valuable consideration, the Parties agree as follows:

## AGREEMENTS

1. Product and Service Purchase

Runbeck agrees to sell, and Client agrees to purchase, the ballot printing and mailing services (and related products) that are described in Exhibits "A" and "B". Client agrees to pay to Runbeck in accordance with the fee schedule as shown in Exhibit "A" and the Parties expressly acknowledge and agree that if the cost of paper as paid by Runbeck using their ordinary suppliers increases by more than one-percent (1.0%) annually, Runbeck will notify Client in writing with sixty (60) days' notice. The price will be adjusted to include the amount by which such annual paper cost increase exceeds one-percent (1.0%) only after Runbeck receives written consent from Client. Client agrees to use the purchased Products and Services in a manner that is consistent with the terms of this Agreement.

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2. Payment to Runbeck

Client hereby agrees to pay to Runbeck, no later than the applicable due date, all fees that are due and payable under this Agreement, including Ballot Printing, Mailing Services, Applicable Shipping Charges, and any other ancillary items the Client requests be produced hereunder. Payment terms on amounts billed to Client are net thirty (30) days. Runbeck may charge a late fee equal to one and one- half percent (1.5%) per month on any unpaid and past due balances that are owed by Client. Further, if Client fails to timely pay any amounts due, and such failure continues for ten (10) days after written demand for payment is delivered to Client, Runbeck, at its sole discretion, may immediately terminate this Agreement and take possession of any materials owned by Runbeck, including any delivered to, but unpaid for by, Client, with or without a court order. In addition, Runbeck may pursue any other remedy permitted by law or in equity.

3. Taxes

Client is responsible for applicable taxes. Client shall be responsible for paying, when due, all taxes that are imposed by any state, local, or other government authority on Client's possession or use of the Products and Services referred to in Section 1 of this Agreement.

4. Product Delivery

Runbeck shall deliver all Products and Services to Client at the address specified in Section 23 of this Agreement, or at such other address that Client provides in writing, using Runbeck's standard methods of packaging and shipping. The Products and Services will be delivered on a schedule that is mutually acceptable to the Parties.

5. Shipping

During the term of this Agreement, should Client fail to timely provide Runbeck with any necessary information required for Products and Services, such that expedited shipping costs become necessary, Client will be responsible for paying such expedited shipping charges on the Products and Services that are provided under this Agreement.

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6. Availability and Retention of Records

All records relating to the Products and Services provided under this Agreement and supporting documentation for invoices submitted to Client by Runbeck shall be retained and made available by Runbeck for audit by Client, its duly authorized representatives, the State of Utah (including, but not limited to the Auditor of the State of Utah, Inspector General or duly appointed law enforcement officials) and agencies of the United States government. Such records shall be retained by Runbeck and made available for any time period required by state or federal law. Runbeck's invoices will conform to the reasonable requirements of the Client. Client shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Runbeck.

7. Assignment

The Parties expressly agree that neither shall assign this Agreement without the prior written consent of the other. Runbeck may subcontract services agreed to in this Agreement, but only with the written consent of the Client. All subcontracts are subject to the same terms, conditions, and covenants contained within this Agreement.

8. Non-Exclusive Agreement

This Agreement does not prevent Client from contracting with other service providers to obtain similar or identical services. Client may do so for any reason.

9. Governing Law

This Agreement shall be governed, construed, and enforced under the laws of Utah, notwithstanding any conflicts of laws provisions. Any legal action brought pursuant to this Agreement shall be filed in the state or federal courts of Utah.

10. Integration and Modification

This Agreement, including exhibits (each of which is expressly incorporated herein), embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or contracts, either written or oral, between the Parties to this Agreement. This Agreement shall not be modified in any manner except by an instrument, in writing, executed by the Parties to this Agreement.

11. Severability

If any term or provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

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12. Appropriations

Client represents and covenants that (i) it has funds available to pay all fees that will become due to Runbeck, through the date of the next annual appropriations from Client's funding authority; and other financial obligations under this Agreement, including all exhibits hereto, through the end of Client's current fiscal period and (ii) that Client shall use its best efforts to obtain funds to pay any of the foregoing financial obligations for each subsequent fiscal year of the 2 year term of the Agreement. In the event Client's appropriations request to its legislative body or funding authority for necessary funds hereunder is denied, this Agreement, and all exhibits, may be terminated by Runbeck. Client shall make payment of all charges and obligations incurred through the end of the fiscal period for which funds were appropriated. In any such event, Client shall thereupon return all Runbeck property in its possession, including any Products, training manuals, materials, and other intellectual property and propriety information, and Client shall certify that all such materials have been returned or destroyed in accordance with this Agreement. Runbeck shall be entitled to be paid by Client for all Services and Products provided through the effective date of termination of this Agreement.

13. Compliance

Runbeck agrees to comply with all applicable federal, state, and local laws in the conduct of its obligations hereunder. Runbeck accepts full responsibility for payment of all taxes assessed against and owed by Runbeck including, without limitation, unemployment compensation, insurance premiums, income tax deductions, social security deductions, and all other taxes or payroll deductions required for all employees engaged by Runbeck in the performance of work under this Agreement.

14. Non-Discrimination

Runbeck certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including, but not limited to, Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, and the Age Discrimination in Employment Act, as amended.

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During the performance of its obligations under this Agreement, Runbeck will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth. Runbeck will take affirmative action to ensure that during employment, all employees are treated without regard to race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth. These provisions apply also to contract workers. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. Runbeck agrees to post in conspicuous places, available to employees and applicants for employment, notices stating Runbeck complies with all applicable federal and state non-discrimination laws.

Runbeck, or any person claiming through Runbeck, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of Runbeck.

15. Independent Relationship

Nothing in this Agreement is intended to, nor shall be deemed to, create a partnership, association, or joint venture between Client and Runbeck in the conduct of the provisions of this Agreement. Runbeck shall at all times have the status of an independent contractor.

16. Waiver

Any waiver by either party of any right, provision or condition under this Agreement shall not be construed or deemed to be a waiver of any other right, provision, or condition of this Agreement, nor a waiver of a subsequent breach of the same right, provision, or condition.

17. Risk of Loss

Runbeck agrees to bear all risk of loss, injury, or destruction of the Products which occurs prior to delivery to the Client. Upon delivery by Runbeck to the Client, and Client taking possession of such Products, Client agrees to bear all risk of loss, injury, or destruction of such Products.

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18. Force Majeure

In no event shall Runbeck be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, pandemics, epidemics, disease, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, it being understood that Runbeck shall use reasonable efforts which are consistent with accepted industry practices to resume performance as soon as practicable under the circumstances.

19. Warranty

Runbeck warrants and represents that the Services provided by Runbeck pursuant to this Agreement, including any attached or referenced exhibits, shall be timely performed in a professional manner in accordance with applicable industry standards, and that Runbeck has the requisite ownership, authority, and license rights to furnish the Services and Products provided to Client in connection with this Agreement.

Runbeck warrants and represents that the Services shall be free from any defects which negatively impact their function in material or workmanship for a period of one (1) year after installation, and the Products shall be free from any defects which negatively impact their function in material or workmanship for a period of one (1) year after installation (collectively, the "Warranty Periods"); provided, however, that if the manufacturer's warranty extends beyond one (1) year for any part, product, or service item, the longer warranty shall apply. This warranty extends to i) any defect reported during the Warranty Periods but not corrected; ii) any defect reported and thought to be corrected but that reoccurs in the same form, format, or from the same cause outside of the Warranty Periods; iii) any defect misdiagnosed during the Warranty Periods and discovered to reoccur outside of the Warranty Periods; and iv) any defect discovered after the Warranty Periods, but which can be documented to have started during the Warranty Periods. Runbeck agrees to a thirty-day grace period beyond the end of the Warranty Periods for notification purposes for defects discovered during the Warranty Periods. Runbeck shall, at its own election and expense, either repair or replace any component which Client discovers to be defective in material or workmanship, provided that Client has furnished timely written notice to Runbeck. Runbeck also warrants and represents that Services will be free from defects, comply with applicable election laws, be readable and countable by the Client's vote-tabulation systems, meet USPS automation standards, be fit for use in vote-by-mail or in-person voting and be able to withstand ordinary handling, folding, and processing. Runbeck shall repair or replace defective ballot materials or re-perform non-conforming services within commercially reasonable timeframe of notification by Client. In the event Runbeck fails to meet this obligation, Client may procure emergency reprinting or outsourcing, and Runbeck shall promptly reimburse Client for all necessary and reasonable costs incurred. If any defect or nonconformance results in the need for a replacement election, special election, or other extraordinary measures, Runbeck agrees to pay for all documented and reasonable costs associated with conducting such elections. Malfunctions or defects caused by Client's

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negligence or misuse are not covered by this warranty and any replacements of Services or Products in that event must be purchased by the Client.

**EXCEPT FOR THE WARRANTIES PROVIDED HEREIN, THE SERVICES, SOFTWARE, AND ANY RELATED PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND RUNBECK HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE CONCERNING THE SERVICES, SOFTWARE, AND PRODUCTS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. CLIENT ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY RUNBECK, OR ANY OTHER INDIVIDUAL OR ENTITY ON RUNBECK'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT.**

20. Limitation of Runbeck Liability

IN NO EVENT SHALL RUNBECK OR ANY OF ITS REPRESENTATIVES BE LIABLE TO CLIENT OR ANY THIRD-PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS, BUSINESS INTERRUPTION, OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER RUNBECK WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. RUNBECK SHALL NOT BE RESPONSIBLE FOR THE SERVICES OR PRODUCTS'S OPERATION OR FAILURE TO OPERATE, EXCEPT TO THE EXTENT OF REPAIR OR REPLACEMENT OF COMPONENTS OF THE SAME AS OTHERWISE PROVIDED HEREIN.

21. Parties Responsibility

Each party agrees to be responsible and assume liability for its own wrongful or negligent acts and omissions, and those of its officers, agents and employees to the extent required by law. No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of the notice requirements, immunities, rights, benefits, defenses, limitations, and protections available to Client under Utah law.

22. Contract Costs

Contractor will be paid a maximum of $325,000 annually for costs authorized by this Agreement. Additional information regarding costs: Costs will be based on the number of elections and the number of voters receiving a by-mail ballot. Furthermore, costs will be in accordance Exhibits A and B. In the event that election volume or voter participation materially exceeds initial projections, the parties may mutually agree in writing to amend the compensation cap, subject to available funding and approval by the Client.

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23. Indemnification

Runbeck agrees to indemnify and hold harmless Client from and against any and all losses, liabilities, damages, injuries, claims, demands and expenses, including legal expenses, but only to the extent caused by the negligent acts or omissions of Runbeck in connection with its obligations under this Agreement. Runbeck's obligation to indemnify Client is not limited or waived in any way by compliance or non-compliance with the insurance requirements of this Agreement. However, Runbeck's indemnification obligation shall not exceed the applicable limits of insurance coverage required under this Agreement and shall not exceed the applicable policy limits. Runbeck will be obligated to indemnify Client to the fullest extent allowed by law, whether or not Client's insurance covers Runbeck's indemnification obligations.

Runbeck further agrees to defend, indemnify, and hold harmless Client from and against any claim, suit, demand, or action alleging the Services, Products, or any component thereof, infringes upon any copyright, trade secret, U.S. patent or any other proprietary right of any third party, and Runbeck shall indemnify Client against any judgment, award or amount paid in settlement to which Runbeck has agreed. Client shall provide Runbeck prompt written notice of such claim, suit, demand, or action and shall cooperate with Runbeck in the defense and settlement thereof. Runbeck shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof.

If a temporary or a final injunction is obtained against Client's use of Products by reason of an infringement of a copyright, trade secret, or other proprietary right, Runbeck will, at its option and expense, either:

1. Procure for Client the right to continue using the Products; or

2. Replace or modify the Products, or such infringing portion thereof, so that it no longer infringes such copyright, trade secret, or other proprietary right

Client agrees to indemnify and hold harmless Runbeck from and against any and all losses, damages, injuries, claims, demands, and expenses, including legal expenses, arising from or related to Client's use of the Services, Products, and any related goods or materials after delivery, except to the extent caused by Runbeck's negligence, willful misconduct, or breach of this Agreement. This indemnity includes any third-party claims related to or arising out of the Client's use of the Services, Products, and related materials.

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24. Governmental Immunity

The Client is a governmental entity as set forth in the Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code Annotated (the "Immunity Act"). The Client does not waive any defenses otherwise available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained. The Client retains the same privileges and immunities from liability when responding to a request for assistance outside its jurisdictional area as it possesses in the performance of its duties within its own territorial jurisdiction. All obligations imposed upon the Client or their employees and volunteers by virtue of the execution of this Agreement are considered within their current scope of employment with each Party.

25. Insurance

Runbeck shall obtain and maintain, at Runbeck's own expense during the term of this Agreement, insurance as set forth below. The insurance shall be obtained from insurance carriers authorized to do business in the State of Utah. Certificates of such Insurance issued by the insuring carrier or carriers shall be furnished to Client and shall provide thereon that 30 days' prior written notice of cancellation or significant amendment of the insurance to which the certificate relates shall be given to Client.

All insurance required by this Agreement shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed. Failure to do so may, at the sole discretion of Client, constitute a material breach of this Agreement.

Client shall maintain Commercial General Liability insurance with contractual liability coverage and, if necessary, Commercial Umbrella insurance, to cover Client's obligations under the indemnification section of this Agreement, with minimum combined single limits of $1,000,000 for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and $2,000,000 General Aggregate Limit. The policy shall protect Runbeck and Client from claims for damages for property damage and claims for personal injury, including accidental death, that may arise from Runbeck's operations under this Agreement. The policy shall be primary and noncontributory to any other policy or coverage available to Client, whether such coverage be primary, contributing, or excess.

Runbeck shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than $1,000,000 for each accident.

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26. Utah's Government Data Privacy Act

"Utah state law requires a contractor to be subject to the requirements of Utah Code title 63A, Chapter 19, to the same extent as a governmental entity, with regard to the personal data processed or accessed by the contractor. See Utah Code section 63A-19-401(4). "Personal data" is defined in Utah Code section 63A-19-101. Runbeck certifies that it is familiar with, and will comply with, the requirements of Utah Code title 63A chapter 19, to the same extent as required of Client, with regard to the personal data processed or accessed by Runbeck as a part of its duties under this Agreement."

The intended use of any personal data provided by the Client is for the purpose of preparing, printing and mailing notices outlined in this Agreement to individual voters. Personal data provided by this Agreement shall not be saved, shared or otherwise used by the provider for any other purpose.

27. No Third-Party Beneficiary

Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in this Agreement allows any claim or right of action in any third person or entity. Any person or entity other than Client or Runbeck receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.

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28. Notices

All written notices required under this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid as follows:

| | |
|---|---|
| To Client: | Weber County<br>2380 Washington Blvd. #320<br>Ogden, UT 84401<br>Attention: Lauren Shafer<br>Elections Director |
| To Runbeck: | Runbeck Election Services, LLC<br>2800 S. 36th Street<br>Phoenix, Arizona 85034<br>Attention: Rizwan Fidai<br>Chief Revenue Officer |
| With a copy to: | Andrei Toma<br>8325 W Happy Valley Rd, Suite 220<br>Peoria, Arizona 85383 |

Notices hand delivered or sent by overnight courier are effective upon delivery; notices sent by certified mail are effective upon receipt; and notices sent by U.S. mail are effective upon the expiration of five (5) mail delivery days from deposit (postmarked) with the U.S. Postal Service.

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29. Confidential Information

Runbeck represents that the Services, Products, and related documentation provided under this Agreement, including, but not limited to, source code, software design, structure and organization, the user interface, the engineering know-how implemented in the software, and any training manuals and materials (collectively "Runbeck Confidential Information") constitute the valuable properties and trade secrets of Runbeck, embodying substantial creative efforts which are secret, confidential, and not generally known by the public. Client agrees to hold the Runbeck Confidential Information, including any copies thereof and any documentation related thereto, in strict confidence and to not permit any unauthorized person or entity to obtain access to it to the extent permitted under applicable law. Within this context, Client agrees not to disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the Runbeck Confidential Information or any part thereof to any other party in any form of media for any purpose other than as required to perform its obligations under this Agreement. Client further agrees not to disclose or distribute to any other party, in whole or in part, any Runbeck Confidential Information without written consent from Runbeck.

All information owned, possessed, or used by Client, which is communicated to, learned, or otherwise acquired by Runbeck or its employees, agents, or contractors in the performance of the terms of this Agreement shall be deemed and remain "Client Confidential Information", except for such information that is i) known by Runbeck or its affiliates prior to this Agreement, ii) is publicly available, or iii) which is obtained or can be obtained by Runbeck through lawful means. Runbeck shall not, beginning on the date of first association or communication of Client Confidential Information between the Client and Runbeck and continuing through the term of this Agreement and thereafter, disclose, communicate, or divulge to another, or use for Runbeck's own benefit or the benefit of another, any such Client Confidential Information without the prior written consent of the Client.

30. No Construction Against Drafting Party

The Parties and their respective counsel have had the opportunity to review this Agreement, and the Agreement will not be construed against any party merely because this Agreement was prepared by a particular party.

31. Binding Authority

The person signing this Agreement on behalf of each party represents and warrants that he or she has full legal power to execute this Agreement and that he or she has proper authority to bind and obligate his or her party with respect to all provisions contained in this Agreement.

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32. Successors and Assigns

The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

33. Time is of the Essence

The Parties agree that in the performance of the terms of this Agreement, time shall be of the essence, it being understood by the Parties that the Services, Products, their respective components, and Runbeck's services related thereto, are essential to the Client's ability to conduct statewide and local elections and related business operations.

34. Attorneys' Fees

In the event of a litigation action to enforce, or arising from, the terms of this Agreement, each party shall be responsible for paying for its own costs, including attorney's fees, regardless of the outcome of the dispute.

35. Term and Renewal

The Parties declare, acknowledge, and agree that the term of this Agreement shall be 2 years with an option to renew for 3 one-year renewal terms upon mutual written agreement signed by both Parties, subject to Runbeck's right to terminate immediately due to lack of approved appropriations as set forth in Section 11 of the Agreement; fraud; or disclosure of Runbeck Confidential Information.

36. Breach

Subject to the terms of this Section 31, in the event that either Party commits a material breach of its obligations under this Agreement and any exhibits hereto, and the breaching Party fails to cure the breach within thirty (30) days after receiving notice thereof, the non-breaching Party may terminate this Agreement effective upon delivery of written notice to the breaching Party. In the event of Client's receipt of such notice, Client shall thereupon return to Runbeck all Products and related materials, as further described in Section 11 above. In the event of Runbeck's receipt of such notice, Runbeck shall stop work immediately and incur no further costs under this Agreement, and Client will be responsible for paying Runbeck only for costs directly related to activities performed before the termination takes effect.

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37. Termination

Client may terminate this Agreement at any time, in the event of a material breach by Runbeck of its obligations under this Agreement and fails to cure the material breach after receiving at least 30 days written notice from Client. The notice is required to state a reason for the termination, specifying the nature of the breach. If Client gives such notice. Client shall also direct Runbeck to either (1) continue work through the date of termination, in which case Client shall pay Runbeck for all work done through the date of the termination, or (2) stop work immediately, in which case Client shall pay Runbeck for all costs that Runbeck would have been entitled to through the date of termination. Runbeck shall not be liable for any indirect, consequential, or punitive damages resulting from any breach or termination of this Agreement, except in cases of gross negligence or willful misconduct.

Due to the nature of the services provided, Runbeck shall not have the right to terminate this Agreement unilaterally except in the event of Client's failure to pay undisputed amounts due or material breach, not cured within thirty (30) days of written notice.

38. Obligations at Expiration

Upon expiration of this Agreement, Runbeck shall provide to Client an accounting of all monies due and payable to Runbeck under this Agreement. Client shall pay to Runbeck all amounts owed, if any, within thirty (30) days of the date of the invoice that Runbeck sends to Client.

IN WITNESS WHEREOF, the Parties have signed this Agreement to be effective as of the date of full execution by the Parties.

| | Runbeck Election Services, LLC | Weber County, UT |
|---|---|---|
| Signed by: | DocuSigned by: 894F17320B0C4D2... | |
| Printed Name: | Rizwan Fidai | |
| Title: | Chief Revenue Officer | |
| Date: | 5/14/2025 | |

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**Exhibits to follow**

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# EXHIBIT A
# FEE SCHEDULE

| | | | |
|---|---|---|---|
| **MAIL BALLOTS** | | | |
| **(80# ballot stock, print, trim, fold, stage for mailing)** | | | |
| **DESCRIPTION** | **UNIT** | **QUANTITY** | **PRICE** |
| 8.5" x 11" + stub | Each | 25,000 | $0.25 |
| 8.5" x 11" + stub | Each | 50,000 | $0.25 |
| 8.5" x 11" + stub | Each | 100,000 | $0.25 |
| 8.5" x 11" + stub | Each | 150,000 | $0.25 |
| 8.5" x 14" + stub | Each | 25,000 | $0.25 |
| 8.5" x 14" + stub | Each | 50,000 | $0.25 |
| 8.5" x 14" + stub | Each | 100,000 | $0.25 |
| 8.5" x 14" + stub | Each | 150,000 | $0.25 |
| 8.5" x 17" + stub | Each | 25,000 | $0.25 |
| 8.5" x 17" + stub | Each | 50,000 | $0.25 |
| 8.5" x 17" + stub | Each | 100,000 | $0.25 |
| 8.5" x 17" + stub | Each | 150,000 | $0.25 |
| 8.5" x 19" + stub | Each | 25,000 | $0.25 |
| 8.5" x 19" + stub | Each | 50,000 | $0.25 |
| 8.5" x 19" + stub | Each | 100,000 | $0.25 |
| 8.5" x 19" + stub | Each | 150,000 | $0.25 |
| Anything larger can be provided in a quote at time of service | | | |
| | | | |
| **BALLOT TEST DECK** | | | |
| **(80# ballot stock, print, trim, fold, shrinkwrap in 100s and box)** | | | |
| **DESCRIPTION** | **UNIT** | **QUANTITY** | **PRICE** |
| 8.5" x 11" | Each | 1,300 | $0.30 |
| 8.5" x 11" | Each | 7,500 | $0.30 |
| 8.5" x 14" | Each | 1,300 | $0.30 |
| 8.5" x 14" | Each | 7,500 | $0.30 |
| 8.5" x 17" | Each | 1,300 | $0.30 |
| 8.5" x 17" | Each | 7,500 | $0.30 |
| 8.5" x 19" | Each | 1,300 | $0.30 |
| 8.5" x 19" | Each | 7,500 | $0.30 |
| Anything larger can be provided in a quote at time of service | | | |
| | | | |
| **VOTING INSTRUCTION INSERT** | | | |
| **(60# offset, 8.5 x 11, print, trim, fold, stage for inserting)** | | | |
| **DESCRIPTION** | **UNIT** | **QUANTITY** | **PRICE** |
| Voting Instructions | Each | 25,000 | $0.10 |
| Voting Instructions | Each | 50,000 | $0.08 |
| Voting Instructions | Each | 100,000 | $0.08 |
| Voting Instructions | Each | 150,000 | $0.08 |
| Anything larger can be provided in a quote at time of service | | | |
| | | | |

| VOTE BY MAIL ENVELOPES | | | |
|---|---|---|---|
| (print, trim and convert, box and stage for inserting) | | | |
| DESCRIPTION | UNIT | QUANTITY | PRICE |
| Ballot Outer Envelope, 6-1/8 x 9-3/4 | Each | 25,000 | $0.10 |
| Ballot Outer Envelope, 6-1/8 x 9-3/4 | Each | 50,000 | $0.10 |
| Ballot Outer Envelope, 6-1/8 x 9-3/4 | Each | 100,000 | $0.10 |
| Ballot Outer Envelope, 6-1/8 x 9-3/4 | Each | 150,000 | $0.10 |
| Ballot Return Envelope, 5-7/8 x 9 with a signature secrecy flap, and 3-1/2 perforated tear out | Each | 25,000 | $0.10 |
| Ballot Return Envelope, 5-7/8 x 9 with a signature secrecy flap, and 3-1/2 perforated tear out | Each | 50,000 | $0.10 |
| Ballot Return Envelope, 5-7/8 x 9 with a signature secrecy flap, and 3-1/2 perforated tear out | Each | 100,000 | $0.10 |
| Ballot Return Envelope, 5-7/8 x 9 with a signature secrecy flap, and 3-1/2 perforated tear out | Each | 150,000 | $0.10 |
| Anything larger can be provided in a quote at time of service | | | |
| | | | |
| INSERT BALLOT, RETURN ENVP AND | | | |
| (insert items, seal, address, sort and tray for mailing) | | | |
| DESCRIPTION | UNIT | QUANTITY | PRICE |
| Assembly of Voter Packets with up to 4 items | Each | 25,000 | $0.20 |
| Assembly of Voter Packets with up to 4 items | Each | 50,000 | $0.20 |
| Assembly of Voter Packets with up to 4 items | Each | 100,000 | $0.20 |
| Assembly of Voter Packets with up to 4 items | Each | 150,000 | $0.20 |
| Assembly of Voter Packets with up to 6 items | Each | 25,000 | $0.24 |
| Assembly of Voter Packets with up to 6 items | Each | 50,000 | $0.24 |
| Assembly of Voter Packets with up to 6 items | Each | 100,000 | $0.24 |
| Assembly of Voter Packets with up to 6 items | Each | 150,000 | $0.24 |
| Anything larger can be provided in a quote at time of service | | | |
| | | | |
| MISCELLANEOUS Services | | | |
| DESCRIPTION | UNIT | QUANTITY | PRICE |
| Election set up charge | Each election | 1 | $3,000 |
| Set up per ballot style | Each type | 1 | $0.00 |
| Redesign of artwork | Each product | 1 | $0.00 |
| Ballot packet assembly and mail preparation | Each election | 1 | $3,000 |
| Inserting additional inserts | Each product | 1 | $0.00 |
| Postage charged at cost | | | Yes |
| Freight charged at cost | | | Yes |

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**Exhibit B to follow**

# EXHIBIT B
## Additional Scope of Services

Runbeck must provide the following:

1. Utilize Weber County's electronic voter export file for envelope addressing requirements. The file will be exported from the VR database into a text format. A mail file mapping layout documenting the fields in each record and also examples with voter information will be provided. The database identifies the appropriate precinct/district (ballot) style for each vote by-mail.

2. Evaluate address standardization and conformity per USPS - Coding Accuracy Support System (CASS) requirements in order to achieve the lowest non-profit bulk rate available.

3. Exercise adequate quality control measures to ensure the delivery of the correct ballot style and appropriate precinct to each vote-by-mail and mail ballot voter.

4. Provide quality control documentation to the Weber County Office of Elections and permit "on sight" inspections of quality controls and processes during printing and inserting of materials.

5. Provide the Weber County Office of Elections proofs of the official ballot art, one per ballot type-style or per precinct, following with one per precinct for approval prior to printing. The proof ballot shall be imprinted with a PROOF watermark to differentiate them from the official ballots. Shipping charges of any proofs (ballots, sample ballots, envelopes, inserts) are assessed to the County.

6. Receive confirmation of approval from Weber County Office of Elections prior to proceeding with envelope printing for the mail ballot packet.

7. Print and fold all official vote-by-mail and mail ballots by precinct per mail files. Assemble the appropriate ballot packet for each individual vote-by-mail and mail ballot voter and insert the following items into the outgoing mail-in ballot envelope: official ballot, insertion materials, and appropriate reply mail envelope. Preprint the individual vote-by-mail voter's name and address information and information required by the US Postal service in order to mail the mail ballot packet. Tender all ballots to the U.S. Postal as requested by statutory deadlines.

8. Working in conjunction with the Client, Runbeck will apply for and pay for the necessary United States Postal Service (USPS) permits as recommended by Runbeck. Runbeck will handle and package ballot mail pieces in accordance with USPS standards including all necessary tags and forms. Runbeck will ensure that ballots are entered into the USPS mail system in accordance with approved production schedule mailing dates

9. Provide the Weber County Office of Elections postage estimates for the mailing of mail ballot packets.

10. Prepare a mail ballot packet. Each packet shall be mailed using the most cost-effective means available. Each mail ballot packet shall be comprised of the following items (subject to changes by County): Outgoing envelope packet is properly addressed by ink jetting the address of each voter onto the CRM; Official ballot; Insertions materials/Voter instructions; and appropriate reply mail envelope.

11. Comply with all specifications for ballot printing and must conform to the manufacturer's specifications.

12. Print official ballots with a barcode on ballot or on stub depending on the Weber County Office of Elections preference. Deliver and tender mail ballot packets to the local General Mail Facility (GMF).

13. Print additional official ballots for the Weber County Office of Elections if ordered "in office" use by precinct. The Weber County Office of Elections will determine quantities at the time of ordering. Print outgoing envelopes, insertion materials/voter instructions, and courtesy reply envelopes. The Weber County Office of Elections will determine quantities at the time of ordering.

14. Pack all official ballots by location, by precinct in order to facilitate inventory and retrieval. Shipping containers shall be labeled to identify contents. Labeling information must include: "Official Ballots," location, precinct number, and ballot style of contents. Packing information must accompany ballots. Packing specifications will be determined at the time of order.

15. Deliver all test ballots by precinct style. The test ballot shall be imprinted with a TEST watermark to differentiate them from the official ballots.

16. Exercise adequate quality control measures to ensure the delivery of the correct ballot style and appropriate precinct booklet to each voter receiving a sample ballot.

17. If applicable, utilize Weber County's electronic voter export file for envelope addressing requirements. The file will be exported from the VR database into a text format. A file layout documenting the fields in each record will be provided. The database identifies the appropriate precinct/district style for each sample ballot.

18. If applicable, provide the Weber County Office of Elections PDF images of official ballot art after produced for the sample ballot booklet.

19. If applicable, provide confirmation of approval to Weber County Office of Elections prior to proceeding with variable data printing on sample ballot (layout and voter data information).

20. If applicable, provide the Weber County Office of Elections postage estimates for the mailing of sample ballot booklets.

21. If applicable, prepare a sample ballot booklet and comply with county print job specifications. Each booklet shall be mailed using the most cost-effective means available. Each sample ballot shall be comprised of the following items (subject to changes by County): Cover properly addressed to each voter and sample ballot/copy of official ballot.

22. The Weber County Office of Elections will determine sample ballot booklet quantities at the time of ordering.

23. Print additional sample ballot booklets for County's "in office" use by ballot style. The Weber County Office of Elections will determine quantities at the time of ordering.

24. If the County is delayed in delivery with necessary information, files, or artwork to Runbeck, per the agreed schedule, Runbeck will need to extend its delivery dates accordingly.

25. In the event a product or service is not fully defined in the scope of work for sample ballot printing, ballot printing, insertion and mailing services or a new product or service is requested by the County from Runbeck, Runbeck will submit a quote to the County for such request. Only when the County agrees to proceed, is when execution of the quote will occur.