SINGLE SOURCE AWARD **BID # SS-11947-22**

Subject: Upgraded "Reliavote" Vote-By-Mail Sorter and Inserter for the Supervisor of Elections Office

Department: Duval County Supervisor of Elections

Description of Purchase:
The "Reliavote" system (sorter and inserter) is a proprietary fully integrated mailing solution offered by DMT Solutions Global Corporation dba BlueCrest for the processing, mailing, and receiving of absentee ballots. The Reliavote system was first purchased by the Duval County Supervisor of Elections Office in 2006. The existing hardware has reached end of life.

Recommend approval of a Single Source award to DMT Solutions Global Corporation dba BlueCrest to upgrade the current Reliavote sorter and inserter to the latest models. Period of service will be a one-time purchase. Total not-to-exceed expenditure amount is $854,969.00.

Funding for this award will be encumbered from account 00111.610001.564290.000000.00000000.00000.0000000 and executed by purchase order(s).

Single Source Award To: DMT Solutions Global Corporation dba BlueCrest

Price Justification: See attachment

Total Award: $854,969.00 **Requisition #:** N/A

Attachments: Agency Memo, Single Source Request Form, Supplier Letter & Quote

Certification as to Single Source: Robert Phillips, Chief Elections Officer, Duval County Spvr. of Elections

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: David Klages

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Mike Hogan
Supervisor of Elections
105 E. Monroe St.
Jacksonville, FL 32202
PH (904)630-1414
FX (904)630-2920

January 7, 2022

Gregory Pease,
Chief, Procurement Division
Procurement and Supply
117 West Duval St, Suite 335

Dear Mr. Pease:

This requisition is for the upgrade of the Reliavote sorter and inserter. The Reliavote is a fully integrated mailing solution used for the processing, mailing, and receiving of absentee ballots. Reliavote was first purchased by the Duval County SOE in 2006. The existing hardware has been in service well over a decade and has reached end of life. The hardware and supporting software must be replaced to provide continued services. DMT Solutions/Bluecrest is the proprietary owner of this hardware and software and there is no other vendor who could provide software upgrades as well as hardware repair and preventative maintenance.

There are currently 5 countywide elections scheduled during the next 17 months. It would not be possible to make the capital investment of hardware capable of handling the volume of Duval County and implementing/integrating this hardware before the next election. Any such solicitation would also require the capability to integrate seamlessly into the current Duval County voter registration system, which DMT's system currently does. To attempt this would put the currently scheduled elections in jeopardy and would cost the City well over an additional million dollars. We are asking that you approve a Single Source award in the amount of $854,969.00 to DMT Solutions.

Please do not hesitate to contact me if I can provide any additional information or assistance.

Sincerely,

Robert Phillips
Executive Assistant to the Supervisor of Elections
Duval County Supervisor of Elections

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.

REQUESTING AGENCY (DEPT./DIVISION): Elections / Registration

FUNDING SOURCE: General Fund 00111 610001 564290.000000.00000000.00000.0000000

BRIEF DESCRIPTION OF GOODS/SERVICES:

Reliavote System hardware and software update. The current hardware is over a decade old and reaching end of life. These upgrades need to be performed to maintain service level.

AMOUNT OF PROJECT (attach quote): $854,969

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):

DMT Solutions / Bluecrest / Pitney Bowes Reliavote is a fully integrated vote-by-mail system used by the Duval County Supervisor of Elections. The Reliavote system is responsible for the sending, receiving, tracking and verification of all vote-by-mail ballots issued by Duval County Supervisor of Elections. The provided services are an upgrade of existing hardware and software.

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:

DMT Solutions has provided this service since the purchase of the equipment in 2006. The hardware and software are fully integrated with the county voter registration system and is an integral part of the vote-by-mail process. DMT solutions is the only vendor that can provide and maintain the Reliavote system. To attempt to solicit and purchase another vote-by-mail system that would meet the needs of Duval County would cost over a million dollars, not only in new capital equipment but also in finding a vendor that is capable of interfacing with VR Systems and the voter registration database.

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

Yes. DMT Solutions has provided this service since the purchase of the equipment in 2006. The current equipment purchased in 2006 has been in service for over a decade and has reached end of life. The hardware and software must be replaced to continue to provide the vote-by-mail services for the Duval County SOE.

Submitted by: Robert Phillips — Chief Elections Officer

(Name) **(Title)**

Date: 12/30/2021

Requesting Agency's Director's Signature:

BLUECREST

October 25. 2021

Via Email
City of Jacksonville Procurement Department
214 N. Hogan Street
Jacksonville, Florida 32202

Re: ***Sole Source***

DMT Solutions Global Corporation, a Delaware corporation doing business as BlueCrest ("BlueCrest"), hereby confirms that each of (i) the FPS Inserter (ZX06/65693) and embedded software and (ii) the Olympus Sorter (SR8M/2189) and embedded software are BlueCrest sole source products (each a "Sole Source Product", and collectively, the "Sole Source Products").

BlueCrest is the only company in North America that is authorized to license, service, and/or provide professional services for the Sole Source Products and the only party authorized to access the source code of any Sole Source Product. Further, the warranty on a Sole Source Product is voided if any party other than BlueCrest provides maintenance service on such Sole Source Product.

Should you have any questions regarding the content of this letter please contact Tim Rodriguez at any time

Sincerely,

Tim Rodriguez

Tim Rodriquez
Vice President, Global Services
BlueCrest

BlueCrest, Inc
37 Executive Drive
Danbury, CT 06810
T +1 916 708 5596
F +1 203 617 3304

ORDER CHECKLIST

Client's Legal Account Name : Duval County Supervisor of Elections

SFDC Opportunity ID#: OID-00128614

D365 Quote #: QUO005720,5722

Sales Rep Name(s) and Split(s) %: Norris

CDE Name: Defreitas

REQUIREMENTS FOR ALL ORDERS:

X Validate Client's Delivery Information: ADDRESS, CONTACT NAME, TITLE, PHONE #, EMAIL ADDRESS REQUIRED
X Validate Client's Billing Information: ADDRESS, CONTACT NAME, TITLE, PHONE #, EMAIL ADDRESS REQUIRED
__ Confirm Client Tax Status. If Tax Exempt, provide updated certificate. (U.S. Client- New & Existing)
__ Customer Purchase Order (receipt of original PO required to process)
__ If Purchase Order not required, provide written client confirmation
__ Contract Manager/Corp approval - ANY non standard agreement (Client PO / negotiated terms)
__ Confirm Statement of Work (SOW) completed-executed
X Confirm Configuration Approval from Tech Review
X Confirm Pricing approval - Equipment, Service and Freight
__ Confirm ACCEPTANCE criteria
__ Ensure Credit approval is finalized
__ Ensure math is correct and all order document values match
__ Special billing instructions (if applicable)
__ Appropriate approvals for non standard payment terms /milestones/contract verbiage
__ Down Payment Check/Wire Transfer details (if applicable)
__ Provide trade In models & serials (if applicable)
__ Approved Competitive forms (Sales and Service) (if applicable)
__ Sales Split Approval (if applicable)

ADDL REQUIREMENTS BASED ON SPECIFIC EQUIP/ORDER TYPE:

STRAIGHT SALE:

XX Signed Sales Agreement (current version) must include T&C pages

NON STANDARD SALES AGREEMENT:

__ Client PO or Negotiated Contract. Legal approval required
__ Master Agreement in place? Y/N

PNC LEASE:

__ Signed PNC Equip Finance Lease (negotiated terms - call PNC)
__ Lease Worksheet
__ Proof of insurance (if applicable)
__ Certificate of Incumbency (if applicable)
__ Approved PNC Purchase Order
__ Signed DMT Solutions Global Lease Supplement (If negotiated DMT terms - contact Contract Manager)
__ Trade-Up/Trade-In quote (if applicable)

3RD PARTY LEASE:

__ Sales Agreement signed by end user (current version)
__ 3rd Party Lease company commitment letter or P.O.
__ Contract Manager Approval

SORTER:

__ Signed Software License Agreement (DPV LACS license may also apply)

PRINT:

__ Intellijet/Accelejet Sales agreement
__ Intellijet/Accelejet Supply Agreement

SOFTWARE

__ Signed MSLA
__ Signed Order
__ Negotiated Agreement approved by Contract Manager (if applicable)

DMT SOLUTIONS GLOBAL CORPORATION
(d/b/a BlueCrest)

EQUIPMENT, MAINTENANCE, SOFTWARE & PROFESSIONAL SERVICES ORDER FORM
("Order")

			DATED:
BILL TO		**INSTALL ADDRESS** (*if different*)	
Client Name:	Duval County Supervisor of Elections	**Client Install Facility:**	Duval County Supervisor of Elections
Address:	105 E. Monroe Street	**Address:**	1 Imeson Blvd.
City, State, Zip:	Jacksonville, FL 32202	**City, State, Zip:**	Jacksonville FL 32218
Client Acct #:		**Client Acct #:**	
Phone #:	(904) 255-8683	**Phone #:**	904-219-9299
Contact Name:	Robert Phillips	**Contact Name:**	Stan Behtea sbehtea@coj.net

EQUIPMENT

Qty	Item	Equipment Description (Model)	Unit Price	Discount/ Trade-In Allowance	Net Equipment Price
1		See Attached Equipment Schedule A	$506,444	$57,583	$448,662
1		See Attached Equipment Schedule B	$538,414	$132,107	$406,307

Requested Install Date:	12/01/2021	**Special Billing Requirements:**	**Aggregate Net Equipment Price Subtotal**	
TAX EXEMPT: ☒ State ☒ County ☒ City **(Attach Certificate)**			**Aggregate Freight**	
			Total Net Equipment Price (Excluding Tax)	$854,969

EQUIPMENT PAYMENT TERMS

One Hundred Percent (100%) of the Aggregate Net Equipment Price Subtotal set forth on this Order and the Aggregate Freight charges and all applicable Taxes on the Total Net Equipment Price shall be due and payable within thirty (30) days of the date of such BlueCrest invoice, which invoice shall be issued following installation and acceptance of the Equipment.

MAINTENANCE SERVICES

Equipment Description (Model)	Equipment Serial Number	Equipment Location	Maximum Annual Cycles included in Maintenance Fee	On-Call Maintenance *or* On-Site Maintenance	Annual Maintenance Service Fees
TAX EXEMPT: ☐ State ☐ County ☐ City **(Attach Certificate)**		**Special Billing Requirements:**		**Net Subtotal**	
				Total Price (Excluding Tax)	

MAINTENANCE SERVICES PAYMENT TERMS

One hundred percent (100%) of the Total Price for the initial one (1) year term of Maintenance Services set forth on this Order, and all applicable Taxes on the Total Price, shall be due and payable within thirty (30) days of the date of BlueCrest's invoice, which invoice shall be issued upon installation of the Equipment. The Maintenance Service fees for any renewal period are as set forth in the Maintenance Services Terms and Provisions (as defined below).

In addition, BlueCrest will invoice Client for additional fees that result from annual cycle volume overages according to the maximum number of annual cycles per MPS/APS, Flowmaster/FPS/MSE/Rival Inserting System noted above. The overage rate for an MPS/APS/EPIC/Flowmaster/FPS/MSE/Rival/Pulse Inserting System is .0022 cents per cycle, respectively. The number of annual cycles is determined by measuring complete cycles and not individual page counts. If an annual cycle amount is not specified then the following standard annual cycle limits will apply per inserter: EPIC/MPS/APS 18 million cycles, Flowmaster/FPS/MSE 8 million cycles and Rival/Pulse 1.5 million cycles.

APPLICATION SOFTWARE & MAINTENANCE SERVICES									
Qty	Licensed Product	Production License / Non-Production License	License Term (Perpetual / Term)	Number of [Users] [Transactions] [Customers (if Service Provider)]	License Fee Perpetual /Annual Term	Annual Maintenance Fee (if applicable)	On Prem / Cloud	DELETE	Aggregate Fees

Installation Site and Requested Install Date:	Special Billing Requirements:	Total Net Application Software & Maintenance Services Fees (Excluding Tax)	
TAX EXEMPT: ☐ State ☐ County ☐ City (Attach Certificate)			

APPLICATION SOFTWARE & MAINTENANCE PAYMENT TERMS

The Total Net Application Software & Maintenance Services Fees set forth on this Order and all applicable Taxes on the Total Net Application Software & Maintenance Services Fees shall be due and payable within thirty (30) days of the date of BlueCrest's invoice.

PROFESSIONAL SERVICES				
Description	Billing Schedule			Estimated Fees
	Fixed Fee	Retainer	Time & Materials	
		Hours: _____ ; Hourly Rate: _____ Days: _____ ; Daily Rate: _____	Minimum Hours:_____ Hourly Rate: _____ Daily Rate:	
		Hours: _____ ; Hourly Rate: _____ Days: _____ ; Daily Rate: _____	Minimum Hours:_____ Hourly Rate: _____ Daily Rate:	
			Estimated Travel Expenses	
Termination Date (If any):		Total Estimated Professional Services Fees (Excluding Tax)		

PROFESSIONAL SERVICES PAYMENT TERMS

All Professional Services Fees and all applicable Taxes shall be due and payable within thirty (30) days of the date of BlueCrest's invoice, and such fees shall be invoiced to Client in accordance with the PS Terms and Provisions (as defined below).

APPROVAL

The Client hereby acknowledges and agrees that this Order is subject to, incorporated with and governed by (i) the BlueCrest Terms and Provisions (attached as Exhibit A hereto, the "BlueCrest Terms"), (ii) if applicable, a Statement of Work (attached as Exhibit B hereto, the "SoW"), and (iii) as applicable, (a) the On-Call or On-Site Equipment Maintenance Services Terms and Provisions (attached as Exhibit C-1, the "On-Call Maintenance Services Terms and Provisions", and attached as Exhibit C-2, the "On-Site Maintenance Services Terms and Provisions"), (b) the Application Software License Terms and Provisions (attached as Exhibit D hereto, the "License Terms and Provisions"), and (c) the Professional Services Terms and Provisions (attached as Exhibit E hereto, the "PS Terms and Provisions", and collectively with the Order, the BlueCrest Terms, the SoW, the ON-Call or On-Site Maintenance Services Terms and Provisions, and the License Terms and Provisions, the "Agreement"). The Client further acknowledges and agrees that any terms appearing on Client's purchase order or other Client form(s) shall be void and of no force or effect.

DMT SOLUTIONS GLOBAL CORPORATION d/b/a BlueCrest ("BlueCrest")	*[Insert Client Name]* (the "Client")
By: Susan Gabrielsen	By: X Mike Hogan
Name: Susan Gabrielsen	Name: X MIKE HOGAN
Title: SVP Sales North America	Title: X SUPERVISOR OF ELECTIONS
Date: 8/31/2021	Date: X Aug 31, 2021

EXHIBIT A
BlueCrest Terms and Provisions

These BlueCrest Terms and Provisions (including but not limited to any applicable Statements of Work and/or Exhibits) apply to the transaction between you and BlueCrest set forth on the BlueCrest Equipment, Maintenance, Software & Professional Services Order Form to which these BlueCrest Terms and Provisions are appended. Please read these terms and provisions carefully as they govern your agreement with BlueCrest.

1. Definitions

"Agreement" means the Order, the BlueCrest Terms, and, as applicable, the SoW, the Maintenance Services Terms and Provisions, the License and Maintenance Terms and Provisions, and the PS Terms and Provisions.

"*Application Software*" means the application software identified on the Order.

"BlueCrest" means DMT Solutions Global Corporation, a Delaware corporation doing business as BlueCrest.

"*BlueCrest Terms*" means these BlueCrest Terms and Provisions.

"*Deliverable(s)*" means any computer software, written documentation, reports or materials developed by BlueCrest specifically for Client pursuant to a SoW.

"*Embedded Software*" means any firmware and software embedded in the Equipment.

"*Equipment*" means the equipment identified on the Order.

"*Installation*" means the date Equipment sold under this Agreement is installed by BlueCrest and ready for production use.

"*Intellectual Property Rights*" means (i) any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"*Maintenance Services*" means the on-call or on-site maintenance services identified on the Order.

"Order" means the BlueCrest Equipment, Maintenance, Software & Professional Services Order Form to which these BlueCrest Terms are appended.

"*Professional Services*" means the professional services identified on the Order.

"*SoW*" means, if applicable, the Statement of Work executed in connection with the Order which may define, among other things, the project plan, the system(s) configuration, the facility requirements, and acceptance criteria (if any).

"You," "Your," or "Client" means the entity or person that executes the Order.

2. Fees

a. Equipment, Maintenance Services, Application Software and Professional Services Fees. Client will pay the fees for any Equipment, Maintenance Services, Application Software, and/or Professional Services identified on the Order (and any applicable taxes) as specified in the applicable Payment Terms section of the Order. Client will pay a late charge of one and a half percent (1.5%) per month on any fees not paid timely.

b. Taxes. The fees do not include, and Client is responsible for paying, any charges and taxes which may be imposed or levied upon the sale, purchase, operation, value, provision, possession or use of the Equipment, Maintenance Services, Application Software and Professional Services, excluding taxes on or measured by BlueCrest's net income, unless Client provides BlueCrest with a valid tax exemption, direct pay or resale certificate.

c. Late Fees. To the extent BlueCrest is required to enforce its rights under this Agreement, it may recover all expenses, including reasonable attorneys' fees and interest to the maximum extent permitted by law.

d. Suspension of Services. BlueCrest reserves the right to suspend any services during any period in which the Client's account under this or any other agreement with BlueCrest (including any other division or affiliate of BlueCrest) is more than thirty (30) days past due.

3. SoW Change Requests.

In the event that Client requests a change to a Statement of Work executed in connection with the Order, Client shall submit a written change request (a "Change Request") to BlueCrest. BlueCrest shall review and respond to such Change Request within five (5) business days of receiving such Change Request. BlueCrest's response shall detail all of the impacts of such Change Request, including but not limited to any adjustments to the pricing and/or the delivery schedule, and set forth any other conditions BlueCrest may require in connection with agreeing to implement such Change Request. If Client and BlueCrest agree on the terms applicable to the implementation of such Change Request, then they shall execute an amendment detailing all of the revisions to the Agreement.

4. Maintenance Services.

a. Selected. If Client has elected to purchase Maintenance Services on the Order, BlueCrest shall provide, as applicable, such Maintenance Services pursuant to (i) the On-Call Maintenance Services Terms and Provisions attached hereto as Exhibit C-1 or (ii) the On-Site Maintenance Services Terms and Provisions attached hereto as Exhibit C-2.

b. Not Selected. If Client has elected not to purchase On-Call or On-Site Maintenance Services on the Order, then neither Exhibit C-1 nor Exhibit C-2 will be attached to the Agreement and none of such exhibits will be of any force or effect with regard to the transaction(s) set forth on the Order.

5. Application Software.

a. Selected. If Client has elected to license Application Software on the Order, the license terms applicable to such Application Software are set forth in the License Terms and Provisions attached hereto as Exhibit D.

b. Not Selected. If Client has elected not to license Application Software on the Order, then Exhibit D will not be attached to the Agreement and will be of no force or effect with regard to the transaction(s) set forth on the Order.

6. Professional Services.

a. Selected. If Client has elected to purchase Professional Services on the Order, BlueCrest shall provide such Professional Services pursuant to the PS Terms and Provisions attached hereto as Exhibit E.

b. Not Selected. If Client has elected not to obtain Professional Services on the Order, then Exhibit E will not be attached to this Agreement and will be of no force or effect with regard to the transaction(s) set forth on the Order.

7. Warranties.

a. Client Warranties. Client represents and warrants that: (i) it is financially solvent and is able to pay for the products and services identified on the Order; and (ii) it is using such products and services for business and commercial purposes and not for personal, family or household use.

b. Equipment Warranty.

(i) Except as explained further below, BlueCrest warrants to Client that the Equipment will be free from manufacturing defects in material and workmanship ("Manufacturing Defect(s)") and that it will perform according to BlueCrest's specifications for ninety (90) days from the date of delivery or, if installed by BlueCrest, for ninety (90) days from the date of Installation, or until the system reaches BlueCrest's Equipment usage limits, whichever occurs first ("Equipment Warranty Period").

(ii) Equipment Warranty Exclusions. BlueCrest does not assume a warranty obligation for consumable parts or supplies such as print heads and ink or for parts worn out due to extraordinary use of the Equipment or use inconsistent with manufacturer's specifications. This Equipment warranty excludes: (a) preventative maintenance, routine service and normal wear and tear; (b) Equipment serviced, repaired or refurbished by persons not certified by BlueCrest to perform such service and repair; (c) damage to the Equipment caused by use of spare parts or supplies not supplied by BlueCrest; (d) damage to Equipment caused by not using the procedures authorized by BlueCrest; or (e) damage caused by integrating Equipment with products or processing equipment of companies other than BlueCrest or its wholly-owned subsidiaries. For this Equipment warranty to be valid, Client must (1) operate the Equipment in accordance with BlueCrest's specifications including, without limitation, under suitable temperature, humidity, line voltage, and any other BlueCrest specified environmental conditions, (2) use reasonable care in handling, operating, and maintaining the Equipment, (3) use the Equipment only for the purpose for which it was designed, and (4) use materials such as paper, insert and envelopes that meet BlueCrest and machine specifications.

(iv) Disclaimer. THE WARRANTIES SET FORTH IN THE

AGREEMENT ARE EXCLUSIVE AND BLUECREST DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, MAINTENANCE SERVICES, APPLICATION SOFTWARE AND/OR PROFESSIONAL SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

(v) Third Party Equipment. BlueCrest makes no warranty of any kind as to the Equipment sold hereunder that is manufactured by a third party. BlueCrest agrees to pass through to Client all third-party warranties it receives on such Equipment to the extent such warranties are transferable. Further, any Maintenance Services performed by BlueCrest will not include maintaining such third-party Equipment.

8. **Limitation on Liability**

a. BLUECREST'S TOTAL LIABILITY UNDER THE AGREEMENT, INCLUDING BUT NOT LIMITED TO THE EXHIBITS, WITH RESPECT TO ANY CLAIM RELATED TO EQUIPMENT, MAINTENANCE SERVICES, APPLICATION SOFTWARE OR PROFESSIONAL SERVICES IS LIMITED TO THE FEES PAID BY CLIENT TO BLUECREST FOR THE EQUIPMENT, MAINTENANCE SERVICES, APPLICATION SOFTWARE OR PROFESSIONAL SERVICES, AS THE CASE MAY BE, IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

b. BLUECREST WILL HAVE NO LIABILITY FOR ANY DAMAGE CLIENT MAY INCUR BY REASON OF CLIENT'S NEGLIGENT ACTS OR OMISSIONS, OR CLIENT'S MISUSE OF THE EQUIPMENT OR APPLICATION SOFTWARE.

c. BLUECREST WILL NOT IN ANY EVENT BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, OR LOST DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9. **Confidentiality**. In connection with this Agreement, each party may receive Confidential Information of the other party.

a. "Confidential Information" means all confidential and proprietary information of either party ("Disclosing Party"), including but not limited to, each party's and its affiliates': (i) customer and prospect lists, names or addresses, agreements between Disclosing Party and business partners; (ii) pricing proposals, financial and other business information, data processes and plans; (iii) research and development information, analytical methods and procedures, hardware design, technology (including the Deliverables); (iv) financial information or personnel data; (v) information concerning the customers and potential customers of either party; (vi) business practices, know-how, marketing or business plans; (vii) this Agreement and the SoW, technical documentation, user manuals, and training materials; and (viii) any other information identified in writing as confidential or information that the receiving party knew or reasonably should have known was confidential, in each case that is disclosed to the other party ("Receiving Party") or to which the Receiving Party gains access in connection with the Agreement.

b. The Receiving Party agrees: (i) to hold the Disclosing Party's Confidential Information in strict confidence, apply at least the standard of care used by the Receiving Party in protecting its own Confidential Information, but not less than a reasonable standard of care, and not to disclose such Confidential Information to any third party; and (ii) without the written permission of the Disclosing Party, not to use any Confidential Information of the Disclosing Party except as reasonably required to exercise its rights or perform its obligations under this Agreement and the SoW. Each party agrees to cause its employees, subcontractors, agents and, if permitted, Affiliates, who require access to such information to abide by such obligations.

c. The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this Section 9; or (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; or (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.

d. If a Receiving Party is compelled to disclose the Confidential Information by a governmental agency or a court of law having proper jurisdiction, the Receiving Party will give the Disclosing Party reasonable notice as permitted by law to enable such party to try to protect the confidentiality of the Confidential Information.

e. Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided, however, that the Receiving Party may retain one copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this Section 9.

f. Disclosing Party may be irreparably damaged if the obligations under this Section 9 are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this Section 9 or any other appropriate equitable order or decree.

10. **Embedded Software License Terms.**

(a) BlueCrest grants to Client a non-exclusive, non-transferable, non-assignable, limited license to execute and use the Embedded Software solely on the Equipment for Client's business operations and solely in accordance with the applicable operating manuals, instructions, or documentation for the Equipment, which Client agrees to review prior to using the Equipment. The Embedded Software may only be used on the Equipment in which it was initially installed. Client agrees that Client will not assign, sublicense, transfer, pledge, lease, rent, or share its rights under this license without BlueCrest's prior written consent.

(b) The license rights granted to Client are subject to the following restrictions: (a) Client shall not, and shall ensure that no third party shall, (i) reproduce, modify, make derivative works of, translate, adapt, disassemble, reverse compile or reverse engineer any part of the Embedded Software, nor attempt to create the source code from the object code for the Embedded Software; (ii) rent, lease, distribute, host, publish, disclose, or otherwise commercially exploit the Embedded Software or make the Embedded Software available to any third party other than as expressly permitted in this Agreement; (b) except as expressly stated herein, no part of the Embedded Software may be transmitted in any form or by any means, including electronic, mechanical, photocopying, recording or via a hacking device or other means; provided, Client shall be permitted to receive updates to the Embedded Software authorized by BlueCrest; and (c) any future release, update, or other addition to functionality of the Embedded Software shall be subject to the terms of this license, unless BlueCrest states otherwise in a signed writing by its authorized representative. BlueCrest is not obligated to provide any services (including any updates or upgrades to the Embedded Software) under this license. Client shall preserve all copyright and other proprietary rights notices in the Embedded Software. Client acknowledges and agrees that the Embedded Software is proprietary to BlueCrest, or its licensors, and is protected under copyright law, trade secret law, and laws governing confidential information. Client shall maintain the confidentiality of the Embedded Software regardless of whether the Embedded Software is labeled or marked with any proprietary legend or notice that indicates its confidential nature.

(c) The copyrights for certain portions of the Embedded Software may contain third party software which requires notices and/or additional terms and conditions. Such required third party software notices and/or additional terms and conditions are located on a display, online, or elsewhere and are made a part of and incorporated by reference into this license. By executing the Order, Client is also accepting such additional terms and conditions, if any, set forth therein. Certain items of independent, third-party code may be included in the Embedded Software that may be subject to certain open source licenses ("Open Source Software"). Such Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in this license limits Client's rights under, or grants Client rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software.

(d) BlueCrest, and its licensors, retain all right, title, and interest, including all intellectual property rights, in and to the Embedded Software (including any and all copies thereof) and any and all modifications, updates, enhancements and/or suggestions with respect thereto. Any rights not expressly granted by BlueCrest in the Agreement are reserved. Client acknowledges that it acquires no

ownership interest in the Embedded Software. No implied licenses are granted by BlueCrest.

(e) BlueCrest warrants that it is the owner of the Embedded Software and all intellectual property rights therein, or otherwise has the right to grant the right to use the Embedded Software as contemplated herein; provided that the sole obligation and exclusive remedy for any breach of the foregoing warranty shall be as set forth below (the "Embedded Software Warranty"). BlueCrest does not warrant that Client's use of such Embedded Software will be error-free or uninterrupted, or that every error will be corrected. As BlueCrest's sole obligation, and Client's exclusive remedy for breach of the Embedded Software Warranty, BlueCrest will, at BlueCrest's option, procure for Client the right to continue using the Embedded Software or replace or modify the infringing component of the Embedded Software so that it becomes non-infringing. Notwithstanding anything in this Agreement to the contrary, BlueCrest will have no responsibility or liability of any kind, whether for breach of warranty or otherwise arising or resulting from: (i) any use of such Embedded Software other than in accordance with this license; (ii) any modification of such Embedded Software by anyone other than BlueCrest or contractors authorized in writing by BlueCrest; (iii) any such Embedded Software rendered defective or non-conforming, in whole or in part, due to: (x) neglect, misuse, electrical or electromagnetic stress, accident, fire or other hazard, (y) improper testing, handling, storage, transportation, operation, interconnection, or installation by anyone other than BlueCrest or contractors authorized in writing by BlueCrest, or (z) any other cause beyond the range of normal use of such Embedded Software.

(f) EXCEPT FOR THE EMBEDDED SOFTWARE WARRANTY SET FORTH IN ABOVE, THE EMBEDDED SOFTWARE IS PROVIDED TO CLIENT ON AN "AS-IS" BASIS. BLUECREST DISCLAIMS ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES RELATING TO THE EMBEDDED SOFTWARE, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. BLUECREST DOES NOT WARRANT THAT USE OF THE EMBEDDED SOFTWARE WILL BE UNINTERRUPTED, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE EMBEDDED SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

(g) BlueCrest may terminate this license upon written notice of termination provided to Client in the event Client violates any material term of this license and fails to sure such breach within thirty (30) days of written notice thereof.

11. Delivery; Installation; Risk of Loss; Binding Order; Returns.

a. Delivery. Client will pay all costs for transporting the Equipment from BlueCrest's facility to the location designated in the Order. BlueCrest will make commercially reasonable efforts to deliver the Equipment on the delivery date in the Order, but cannot guarantee a specific date. Within two (2) business days after delivery of the Equipment, Client shall execute and email to BlueCrest at AR-Remittance@bluecrestinc.com the Delivery Receipt Certificate attached hereto as Schedule 1.

b. Installation. Client must provide a suitable power source, access, and space for installation according to BlueCrest's specifications. Client must give BlueCrest advance notice of any site problems.

c. Title; Risk of Loss. Title to the Equipment and risk of loss to the Equipment will pass to Client upon delivery of the Equipment to the Install Address set forth in the Order.

d. Binding Order. The Order will become binding upon Client at the earliest of the following: (i) the date Client executes the Order and (ii) the date on which BlueCrest receives the first installment payment.

e. Returns. Unless the Equipment fails to conform to the express warranties set forth herein, the Equipment will not be returned to BlueCrest.

12. Security Interest. Client hereby grants BlueCrest a purchase money security interest in the Equipment and in any and all replacements and substitutions therefor, as well as in any proceeds from the sale of such Equipment, for the purpose of securing payment of any balance due hereunder. BlueCrest has the right to recover the Equipment if Client has not paid for it. BlueCrest may file a copy of this Agreement as a financing statement with the appropriate State authorities.

13. Force Majeure. Neither party will be held responsible or incur any liability for any delay or failure to perform any part of this Agreement if such delay or failure results from causes beyond its control, including, but not limited to, fire, flood, explosion, acts of terrorism, war, labor disputes, embargo, civil or military authority, natural disaster, judicial or governmental action or requirement, epidemic, pandemic, quarantine, or acts of God.

14. Assignment. Neither party may assign this Agreement, including by operation of law, without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Any attempted assignment without consent will be without force and effect. Notwithstanding the foregoing, BlueCrest may assign this Agreement without Client consent to any entity or person that acquires all or substantially all of the assets or equity of BlueCrest, through sale, merger, consolidation, or otherwise.

15. Export Laws. Client agrees: (i) to comply with all applicable U.S. export control laws and regulations; (ii) that all products and technologies received hereunder will only be exported, re-exported or transferred, directly or indirectly, in accordance with these laws and regulations; (iii) that it will not export, re-export, or transfer, directly or indirectly, any products and technologies received hereunder to any destination or to any person if this would be prohibited, in whole or in part, by any U.S. law or regulation or would otherwise be prohibited by any U.S. Government entity or agency; and (iv) to immediately notify BlueCrest in writing if it or one of its affiliates is or becomes listed in any Denied Parties List or if its export privileges or the export privileges of any of its affiliates are denied, suspended or revoked, in whole or in part, by any U.S. Government entity or agency.

16. Entire Agreement. This Agreement, including the Order and all attached exhibits, is the sole and complete agreement between the parties and will not be modified or amended except by a writing signed by all parties. Each of BlueCrest and Client further acknowledge and agree that any terms and/or conditions set forth on Client's purchase order (and/or other document) shall be void and of no force and effect.

17. Non-Solicitation. During the term of this Agreement and for twelve (12) months thereafter, Client will not solicit for employment, nor knowingly employ (either as an employee, contractor or agent), any of BlueCrest's employees.

18. Waiver; Severability; Survival; Governing Law. No waiver of any breach of any provision of this Agreement by any party or the failure of any party to insist on exact performance will constitute a waiver of any other breach of performance of the same or any other provision hereof. If any provision of this Agreement will be or become invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the remaining provisions of this Agreement. The provisions of this Agreement which by their meaning and effect are meant to survive the termination or expiration of this Agreement, will so survive. This Agreement will be governed by, construed and interpreted in accordance with, the laws of the State of Connecticut without regard to its conflicts of laws principles.

18. Notices; Electronic Delivery. Notices given under this Agreement may be in writing and delivered by first class, certified mail as follows: To BlueCrest, 37 Executive Drive, Danbury, CT 06810, Attention: President, BlueCrest; and a copy to Attention: Legal Department, at the same address. BlueCrest may deliver any notice and other communication to you under this Agreement by email via the email address that is then on file for you. You consent to the delivery of any such notice and other communication via email.

SCHEDULE 1

Delivery Receipt Certificate

Reference is hereby made to the BlueCrest Equipment, Maintenance, Software & Professional Services Order Form, dated as of _____ __, 20__ (the "Order"), by and between DMT Solutions Global Corporation (d/b/a BlueCrest) ("BlueCrest") and _____ (the "Client").

Client hereby acknowledges that it has received delivery of the Equipment specified in the Order.

[Insert Client Name]

By: _____
Name:
Title:
Date

BLUECREST

Where message meets momentum

Duval County Supervisor of Elections
Equipment Schedule A
MSE Relia-Vote Inserter

Relia-Vote High Integrity Software
PRIME DC (Direct Connect) Control Software
InSite Workstation
File Base Enabler Software
MSE (Mailstream Evolution) Inserter
Speed – 12,000/hour Letter Size Envelopes
Servo Control
Six (6) Friction Insert Feeders
Two (3) Moving Beam Scanners
Air Compressor
Leap Frog Ramp
Front Table
Short Turnover
Four (4) Vertical Divert Bins
Privacy Guard (Content/Thickness Verification)
Vacuum Base
Print Plus Select Ink Jet Printer (2) 2" Print Heads
Open Window Kit
9" Delivery Conveyor
Installation, Integration, Testing, Training, & Shipping

Total Price: **$ 448,662**

BLUECREST

Where message meets momentum

Duval County Supervisor of Elections
Equipment Schedule B
Vantage Relia-Vote Sorter

Relia-Vote High Integrity Software
Full Service IMb Software (This an additional feature adds to the sorter to allow for postal discounts.)
Vantage Feeder
Speed – 24,000/Hour Letter Size Envelopes
Sprint Camera
3D Measurement
Double Feed Detection
Separator Card Detection
Additional Monitor
Base Transport Short
Multi-Tier - 4 Tier Single Side Configuration
Selective Letter Opener
(1) 4 tier – 24 Pocket Clusters -
(2) Tray Tag Printer
Relia-Vote Incoming Software
Relia-Vote Outgoing Software
Image Archiving Software
WABCR Software
1D/2D Enhance WABCR Software
Installation, Integration, Testing, Training, & Shipping

Purchase Price: $ 406,307