

Appendix 2

Registration Agreement

NOTE: A COPY OF THIS REGISTRATION AGREEMENT MUST BE DULY SIGNED BY AN AUTHORIZED SIGNATORY AND RETURNED TO ESCROW AGENT BEFORE A LICENSEE CAN CLAIM PROTECTION UNDER THE RELEVANT DEPOSIT ACCOUNT AGREEMENT.

Agreement between:

- (1) Clear Ballot Group, Inc., whose principal place of business is at 2 Oliver Street, 2nd Floor, Boston, MA 02109 ("Licensor");
- (2) NCC Group Escrow Associates, LLC, a limited liability company organized and existing under the laws of Georgia with its principal office at 11675 Rainwater Drive, 600 Northwinds, Suite 260, Alpharetta, GA 30009 USA ("NCC Group"); and
- (3) Colorado Department of State – Elections Division, whose principal place of business is at 1700 Broadway Suite 550, Denver, CO 80290 ("Licensee");

Agreement:

- 1 This registration agreement ("**Registration Agreement**") is supplemental to the terms and conditions of the multi licensee deposit account software escrow agreement number 66884 dated 4/14/2017 ("**Escrow Agreement**") and the Deposit Account Agreement(s) (as defined in the Escrow Agreement) number(s) 502411 dated 7/14/2021 both between the Licensor and NCC Group.
- 2 This Registration Agreement, the Escrow Agreement and the relevant Deposit Account Agreement(s) together shall form a binding agreement between the Licensor, NCC Group and the Licensee in accordance with the terms of the Escrow Agreement.
- 3 The Licensee hereby agrees to take the benefit of, agrees and undertakes to perform its obligations under and be bound by the terms and conditions of the Escrow Agreement as though they were a party to the Escrow Agreement and the Deposit Account Agreement and named therein as a Licensee.
- 4 This Registration Agreement shall take effect when NCC Group has registered Licensee as a party to the relevant Deposit Account Agreement.
- 5 The Release Events for the undersigned Licensee are as follows:
 - (i) a receiver, trustee, or similar officer is appointed for the business or property of the Licensor; or
 - (ii) the Licensor files a petition in bankruptcy, files a petition seeking any reorganization (without confirming immediately in writing to Licensee that it will continue to maintain the Software in accordance with the terms of the License Agreement or any applicable maintenance agreement), makes an arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors; or
 - (iii) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against Licensor and not stayed, enjoined, or discharged within 60 days; or
 - (i) the Licensor takes any corporate action authorizing any of the foregoing; or
 - (ii) any similar or analogous proceedings or event to those in Sections 6(i) to 6(iv) above occurs in respect of the Licensor within any jurisdiction outside the USA; or
 - (iii) the Licensor ceases to carry on its business or the part of its business which relates to the Software; or
 - (iv) the Licensor or, where relevant, its agent, parent, subsidiary or associated company is in material breach of its obligations as to maintenance or modification of the Software under the License Agreement or any maintenance agreement entered into in connection with the Software and has failed to remedy such default notified by the Licensee to the Licensor within a reasonable period.

Signed for and on behalf of Colorado Department of State – Elections Division

Christopher P. Beall

Name:

Deputy Secretary of State

Position:

21-Sep-21

Date:

DocuSigned by:

Christopher P. Beall

DD1604E737F2452...

(Authorized Signatory)

From: [Cheryl Quinn](#)
To: [Jessi Romero](#)
Cc: [Dalton Lane](#); [Escrow Operations](#); [REDACTED]
[REDACTED] [Brad Lang](#)
Subject: New Licensee of record - Deposit Account #502411
Date: Wednesday, September 22, 2021 3:40:50 PM
Attachments: [image001.png](#)
[66884 - Signed Agreement.pdf](#)
[502411- Registration Agreement - Colorado Department of State - Elections Division.pdf](#)

Dear Jessi,

This email formally acknowledges the acceptance of Colorado Department of State - Elections Division as a licensee ("Licensee") on Deposit Account 502411/Escrow Agreement 66884 between Clear Ballot Group, Inc. and NCC Group Escrow Associates, LLC ("NCC Group").

Please find a copy of the Licensee enrolment form and Escrow Agreement attached. Please note the above account number on all future correspondence relating to this Agreement.

We currently hold escrow material under this Escrow Agreement. Following any further deposit of escrow material NCC Group will notify all parties, and will continue to do so for updates received going forward.

NCC Group appreciates the opportunity to serve as the escrow agent in this transaction. If you have any questions, please do not hesitate to contact your Account Executive, Dalton Lane, at 678-381-2765, or via email: [REDACTED]

Sincerely,

Cheryl Quinn

Manager of US Operations | NCC Group Escrow Associates, LLC.

PH: (415) 276-0416 | Email: [REDACTED]

Website: [Software Resilience - NCC Group](#)

650 California Street | Suite 2950 | San Francisco, CA 94108



Cheryl Quinn
Manager of US Operations - Escrow
NCC Group
650 California St, Suite 2950, San Francisco, CA 94108



Telephone: [+1 415 276 0416](tel:+14152760416)

Mobile: [REDACTED]

Website: www.nccgroup.com

Twitter: [@NCCGroupplc](https://twitter.com/NCCGroupplc)



**Multi Licensee Deposit Account
Software Escrow Agreement**

Date	4/14/17
Licenser	Clear Ballot Group, Inc.
Agreement Number	66884

Notice: The parties to this Agreement are obliged to inform Escrow Agent of any changes to the Software or in their circumstances (including change of name, principal office, contact details or change of owner of the intellectual property in the Software).

Escrow Agreement Dated: 4/14/17

Between:

- (1) Clear Ballot Group, Inc. whose principal office is at 7 Water St., Floor 7, Boston MA 02109 ("Licensor"); and
- (2) NCC Group Escrow Associates, LLC, a limited liability company organized and existing under the laws of Georgia with an office at 123 Mission Street, Suite 900, San Francisco, CA 94105 USA ("Escrow Agent").

Background:

- (A) Licensee has been granted a license to use the Software which comprises computer programs.
- (B) Certain technical information and/or documentation relating to the Software (including, without limitation, the Escrow Materials, is the confidential information and intellectual property of Licensor or a third party.
- (C) Licensor acknowledges that in certain circumstances, such information and/or documentation would be required by Licensee in order for it to continue to exercise its rights under its License Agreement with the Licensor.
- (D) The parties therefore agree that such information and/or documentation should be placed with a trusted third party, Escrow Agent, so that such information and/or documentation can be released to Licensee should certain circumstances arise.

Agreement:

In consideration of the mutual undertakings and obligations contained in this Agreement, the parties agree that:

1 Definitions and Interpretation

1.1 In this Agreement the following terms shall have the following meanings:

"Agreement" means the terms and conditions of this multi licensee deposit account software escrow agreement set out below, including the Schedule and Appendices hereto.

"Confidential Information" means all technical and/or commercial information not in the public domain and which is designated in writing as confidential by any party. For the avoidance of doubt, the Escrow Material shall be deemed to be Licensor's Confidential Information.

"Deposit Account" means an account set up on the execution of a Deposit Account Agreement under which specific Escrow Material is deposited by the Licensor with Escrow Agent.

"Deposit Account Agreement" means an agreement in the form attached as Appendix 1, for the setting up of a Deposit Account.

"Deposit Form" means the form at Schedule 1 which is to be completed by Licensor and delivered to Escrow Agent with each deposit of the Escrow Material.

"Escrow Material" means the Source Code of the Software and such other material and documentation (including updates and upgrades thereto and new versions thereof) as are necessary to be delivered or deposited to comply with Clause 3 of this Agreement.

"Full Verification" means the tests and processes forming Escrow Agent's Full Verification service and/or such other tests and processes as may be agreed between the parties for the verification of the Escrow Material.

"Integrity Testing" means those tests and processes forming Escrow Agent's Integrity Testing service, in so far as they can be applied to the Escrow Material.

"Intellectual Property Rights" mean any copyright, patents, design patents, registered designs, design rights, utility models, trademarks, service marks, trade secrets, know how, database rights, moral rights, confidential information, trade or business names, domain names, and any other rights of a similar nature including industrial and proprietary rights and other similar protected rights in any country or jurisdiction together with all registrations, applications to register and rights to apply for registration of any of the aforementioned rights and any licenses of or in respect of such rights.

"License Agreement" means the agreement under which a Licensee was granted a license to use the Software.

"Licensee" means any person, firm, company or other entity:

- 1.1.1 to whom a license to use the Software has been granted; and
- 1.1.2 whom Licensor has approved for registration under a Deposit Account Agreement; and
- 1.1.3 who has agreed to be bound by the terms and conditions of a Deposit Account Agreement by executing a completed Registration Agreement, forwarding the same to Escrow Agent and the receipt and registration of which has been acknowledged by Escrow Agent in writing to Licensor and Licensee;

and references in this Agreement to Licensee shall be to the relevant Licensee or Licensees given the context in which such reference is made.

"Order Form" means the order form setting out the details of the order placed with Escrow Agent for setting up this Agreement and/or the registration of a Licensee and/or Deposit Account under this Agreement.

"Registration Agreement" means an agreement in the form set out in Appendix 2 to be signed by Licensor, Escrow Agent and any company wishing to be a party to a Deposit Account Agreement or Deposit Account Agreements, as a Licensee and, accordingly, to take the benefit of and be bound by the terms and conditions of the Agreement including payment obligations as may be defined in the Registration Agreement.

"Release Purposes" means the purposes of understanding, maintaining, modifying and correcting the Software exclusively for and on behalf of Licensee together with such other purposes (if any) as are permitted under the License Agreement.

"Software" means the software together with any updates and upgrades thereto and new versions thereof licensed to Licensee under the License Agreement details of which are set out in Schedule 1 of a Deposit Account Agreement.

"Source Code" means the computer programming code of the Software in human readable form.

1.2 This Agreement shall be interpreted in accordance with the following:

- 1.2.1 headings are for ease of reference only and shall not be taken into consideration in the interpretation of this Agreement;
- 1.2.2 all references to Clauses and Schedules are references to Clauses and Schedules of this Agreement; and
- 1.2.3 all references to a party or parties are references to a party or parties to this Agreement.

2 Deposit Accounts

- 2.1 Each time that the Licensor wishes to deposit different Escrow Material under the terms of this Agreement, the Licensor and Escrow Agent must execute a completed Deposit Account Agreement containing the details of the Escrow Material to be deposited in accordance with the obligations contained in Clause 3.
- 2.2 Each signed Deposit Account Agreement shall be supplemental to and be governed by the terms of this Agreement.
- 2.3 For the avoidance of doubt, if the Escrow Material to be deposited is an update to or development of Escrow Material already deposited under an existing Deposit Account, the deposit of such Escrow Material shall not require a new Deposit Account and shall be deposited under the relevant existing Deposit Account.

3 Licensor's Duties and Warranties

- 3.1 Licensor shall:
 - 3.1.1 deliver a copy of the Escrow Material to Escrow Agent within 30 days of the date Escrow Agent receives an executed Deposit Account Agreement;
 - 3.1.2 deliver an update or replacement copy of the Escrow Material to Escrow Agent within 30 days of a material update, error correction, enhancement, maintenance release or functional modification to the Software which results in an updated delivery of the object code version of the Software to Licensee;
 - 3.1.3 ensure that each copy of the Escrow Material deposited with Escrow Agent comprises the Source Code of the latest version of the Software used by Licensee;
 - 3.1.4 deliver to Escrow Agent an update or replacement copy of the Escrow Material within 30 days after the anniversary of the last delivery of the Escrow Material to ensure that the integrity of the Escrow Material media is maintained;
 - 3.1.5 deliver with each deposit of the Escrow Material a Deposit Form which includes the following information:
 - 3.1.5.1 details of the deposit including the full name of the Software (i.e. the original name as set out under Schedule 1 to the Deposit Account Agreement together with any new names given to the Software by Licensor), version details, media type, backup command/software used, compression used, archive hardware and operating system details; and
 - 3.1.5.2 password/encryption details required to access the Escrow Material;
 - 3.1.6 deliver with each deposit of the Escrow Material the following technical information (where applicable):
 - 3.1.6.1 documentation describing the procedures for building, compiling and installing the Software, including names and versions of the development tools;

3.1.6.2 Software design information (e.g. module names and functionality); and

3.1.6.3 name and contact details of employees with knowledge of how to maintain and support the Escrow Material; and

3.1.7 deposit a detailed list of the suppliers of any third party software and tools required to access, install, build or compile or otherwise use the Escrow Material.

3.2 Licenser warrants to both Escrow Agent and Licensee at the time of each deposit of the Escrow Material with Escrow Agent that:

3.2.1 it has the full right, ability and authority to deposit the Escrow Material;

3.2.2 in entering into this Agreement and any Deposit Account Agreement and performing its obligations under such agreements, it is not in breach of any of its ongoing express or implied obligations to any third party(s); and

3.2.3 the Escrow Material deposited under Clause 3.1 contains all information in human-readable form and is on suitable media to enable a reasonably skilled programmer or analyst to understand, maintain, modify and correct the Software.

4 Licensee's Responsibilities and Undertakings

4.1 Licensee shall notify Escrow Agent of any change to the Software that necessitates a replacement deposit of the Escrow Material.

4.2 In the event that the Escrow Material is released under Clause 7, Licensee shall:

4.2.1 keep the Escrow Material confidential at all times;

4.2.2 use the Escrow Material only for the Release Purposes;

4.2.3 not disclose the Escrow Material to any person save such of Licensee's employees or contractors who need to know the same for the Release Purposes. In the event that Escrow Material is disclosed to its employees or contractors, Licensee shall ensure that they are bound by the same confidentiality obligations as are contained in this Clause 4.2;

4.2.4 hold all media containing the Escrow Material in a safe and secure environment when not in use; and

4.2.5 forthwith destroy the Escrow Material should Licensee cease to be entitled to use the Software under the terms of the License Agreement.

5 Escrow Agent's Duties

5.1 Escrow Agent shall:

5.1.1 at all times during the term of this Agreement, retain the latest deposit of the Escrow Material in a safe and secure environment;

5.1.2 notify Licenser and the relevant Licensee of the acceptance of any Registration Agreement; and

5.1.3 inform Licenser and Licensee of the receipt of any deposit of the Escrow Material by sending to both parties a copy of the Deposit Form and/or the Integrity Testing report or Full Verification report (as the case may be) generated from the testing processes carried out under Clause 11.

5.2 In the event of failure by Licenser to deposit any Escrow Material with Escrow Agent, Escrow Agent shall not be responsible for procuring such deposit and may, at its sole discretion, notify the Licenser and Licensee of Licenser's failure to deposit any Escrow Material.

5.3 Escrow Agent may appoint agents, contractors or sub-contractors as it deems fit to carry out the Integrity Testing and the Full Verification processes. Escrow Agent shall ensure that any such agents, contractors and sub-contractors are bound by the same confidentiality obligations as are contained in Clause 9.

Escrow Agent has the right to make such copies of the Escrow Material as may be necessary solely for the purposes of this Agreement.

6 Payment

6.1 The parties shall pay Escrow Agent's fees and charges as published from time to time or as otherwise agreed, as listed in the Order Form. Escrow Agent's fees as published are exclusive of any applicable sales tax.

6.2 If Escrow Agent is required to perform any additional or extraordinary services as a result of being an escrow agent including intervention in any litigation or proceeding, Escrow Agent shall receive reasonable compensation for such services and be reimbursed for all costs incurred, including reasonable attorney's fees.

6.3 Escrow Agent shall be entitled to review and vary its standard fees and charges for its services under this Agreement from time to time but no more than once a year and only upon 45 days written notice to the parties.

6.4 All invoices are payable within 30 days from the date of invoice. Interest shall accrue at the lesser of 1.5% per

month or the maximum amount permitted by applicable law for any fees that are undisputed by the paying party and remain unpaid for more than 30 days past the due date of the applicable invoice.

- 6.5 In the event of a dispute made in good faith as to the amount of fees, the party responsible for payment agrees to remit payment on any undisputed amount(s) in accordance with Clause 6.1 above. In such circumstances, the interest on the fees shall not accrue as to any disputed amounts unless not paid within 30 days after such dispute has been resolved by the parties.

7 Release Procedures

- 7.1 Subject to: (i) the remaining provisions of this Clause 7 and (ii) the receipt by Escrow Agent of the fees chargeable upon a release and any other fees and interest (if any) outstanding under this Agreement, Escrow Agent will release the Escrow Material to a duly authorized representative of Licensee if any of the events listed at clause 6 of the Registration Agreement ("Release Event(s)") occur.
- 7.2 Licensee must notify Escrow Agent of the occurrence of a Release Event specified in the Registration Agreement by delivering to Escrow Agent a notice in writing ("Notice") declaring that such Release Event has occurred and specifying the Deposit Account(s) so affected, and setting out the facts and circumstances of the Release Event, that the License Agreement and any maintenance agreement, if relevant, for the Software was still valid and effective up to the occurrence of such Release Event and exhibiting such documentary evidence in support of the Notice as Escrow Agent shall reasonably require.
- 7.3 Upon receipt of a Notice from Licensee claiming that a Release Event has occurred:
- 7.3.1 Escrow Agent shall submit a copy of the Notice to Licensor (with a copy to the Licensee in order to acknowledge receipt of the Notice) by courier or other form of guaranteed delivery; and
- 7.3.2 unless within 14 calendar days after the date of dispatch of the Notice by Escrow Agent, Escrow Agent receives a counter-notice in writing from Licensor stating that in their view no such Release Event has occurred or, if appropriate, that the event or circumstance giving rise to the Release Event has been rectified as shown by documentation in support thereof,

Escrow Agent will release the Escrow Material to Licensee for its use for the Release Purposes.

- 7.4 Upon receipt of the counter-notice from Licensor under Clause 7.3.2, Escrow Agent shall send a copy of the counter-notice and any supporting evidence to Licensee (with a copy to Licensor in order to acknowledge receipt of the counter-notice) by courier or other form of guaranteed delivery.
- 7.5 Within 90 calendar days of dispatch of the counter-notice by Escrow Agent, Licensee may give Licensor and Escrow Agent written notice of its intention to arbitrate under Clause 7 ("Demand").
- 7.6 If, within 90 calendar days of dispatch of the counter-notice by Escrow Agent to Licensee, Licensee has not given a Demand to Licensor and Escrow Agent, the Notice submitted by Licensee will be deemed to be no longer valid and Licensee shall be deemed to have waived their right to release of the Escrow Material for the particular reason or event specified in the original Notice. In such circumstances, this Agreement shall continue in full force and effect.

8 Disputes regarding Release Event(s)

- 8.1 All disputes regarding whether the Release Event(s) specified in the Notice occurred before the Licensee delivered the Notice to Escrow Agent shall be decided by one (1) arbitrator. The place of the arbitration shall be San Francisco, California. If the Licensor and Licensee have not agreed on an arbitrator within seven (7) days after the Licensor receives the Demand, the American Arbitration Association (AAA) shall appoint an arbitrator within ten (10) days of receipt of a request to appoint an arbitrator, which may be filed by either the Licensor or Licensee. The arbitrator's agreement to the deadlines set forth in this Clause 8 shall be a condition to the appointment as arbitrator, but failure to adhere to these time limits shall not be a basis for challenging the award.
- 8.2 Within seven (7) days of the appointment of the arbitrator, the Licensor and Licensee shall each provide written submissions to the arbitrator, together with all documentary evidence in their possession in support of their claim.
- 8.3 Based solely on the written submissions of the Licensor and Licensee, and without the need for a hearing, the arbitrator shall render and deliver his or her award to the Licensor, the Licensee and Escrow Agent within fourteen (14) days of receiving the written submissions from the Licensor and Licensee. The Licensee and Licensor may agree to extend this time limit or the arbitrator may do so in its discretion if he or she determines that the interest of justice so requires.
- 8.4 The award shall be limited to a determination of whether or not there existed a Release Event at the time Licensee delivered the Notice to Escrow Agent and, where the Licensor claims within the timescales specified in Clause 7.3.2 that the Release Event has been rectified and the Licensee does not agree, to a determination of whether or not the Release Event has in fact been rectified. In addition, the arbitrator shall award the prevailing party its attorneys' fees and costs, including the fees and costs of the arbitrator.
- 8.5 The arbitral award shall be final and binding upon the Parties hereto. If the arbitrator finds that a Release Event existed at the time of delivery of the Notice to Escrow Agent, Escrow Agent is hereby authorized to release and

deliver the Escrow Material to the Licensee within 5 working days of the decision being notified by the arbitrator to the parties. If the arbitrator finds to the contrary, then Escrow Agent shall not release the Escrow Material and shall continue to hold the Escrow Material in accordance with the terms of this Agreement.

- 8.6 The Parties agree that the arbitration provided in this Clause 8 shall not be consolidated or joined with any other proceeding regarding disputes between or among any of the Parties.

9 Confidentiality

- 9.1 The Escrow Material shall remain at all times the confidential and intellectual property of its owner.
- 9.2 In the event that Escrow Agent releases the Escrow Material to Licensee, Licensee shall be permitted to use the Escrow Material only for the Release Purposes.
- 9.3 Subject to Clause 9.4, Escrow Agent agrees to keep all Confidential Information relating to the Escrow Material and/or the Software that comes into its possession or to its knowledge under this Agreement in strict confidence and secrecy. Escrow Agent further agrees not to make use of such information and/or documentation other than for the purposes of this Agreement and, unless the parties should agree otherwise in writing and subject to Clause 9.4, will not disclose or release it other than in accordance with the terms of this Agreement.
- 9.4 Escrow Agent may release the Escrow Material to the extent that it is required by applicable federal, state or local law, regulation, court order, judgment, decree or other legal process, provided that, unless prohibited by the terms of the order or the relevant law or regulation, Escrow Agent has notified Licensor and Licensee prior to such required release, has given Licensor and/or Licensee an opportunity to contest (at their own expense) such required release, within the time parameters mandated by such applicable regulation, court order, judgment, decree or other legal process. Escrow Agent is hereby expressly authorized in its sole discretion to obey and comply with all orders, judgments, decrees so entered or issued by any court, without the necessity of inquiring as to the validity of such order, judgment or decree, or the court's underlying jurisdiction. Where Escrow Agent obeys or complies with any such order, judgment or decree, Escrow Agent shall not be liable to Licensee, Licensor or any third party by reason of such compliance, notwithstanding that such order, judgment or decree may subsequently be reversed, modified or vacated.
- 9.5 Any request by a Licensee under clause 11.3 for a Full Verification shall not be disclosed to any other Licensee(s) except as the requesting Licensee agrees.

10 Intellectual Property Rights

- 10.1 The release of the Escrow Material to Licensee will not act as an assignment of any Intellectual Property Rights that Licensor or any third party possesses in the Escrow Material. However, upon deposit of the Escrow Material, the title to the media upon which the Escrow Material is deposited ("Media") is transferred to Escrow Agent. Upon delivery of the Escrow Material back to Licensor, the title to the Media shall transfer back to the Licensor. If the Escrow Material is released to the Licensee, the title to the Media shall transfer to the Licensee.
- 10.2 The Intellectual Property Rights in the Integrity Testing report and any Full Verification report shall remain vested in Escrow Agent. Licensor and Licensee shall each be granted a non-exclusive right and license to use the Integrity Testing report for the purposes of this Agreement and their own internal purposes only. Licensor and the party who commissioned the Full Verification shall each be granted a non-exclusive right and license to use the Full Verification report for the purposes of this Agreement and their own internal purposes only.

11 Integrity Testing and Full Verification

- 11.1 Escrow Agent shall bear no obligation or responsibility to any party to this Agreement or person, firm, company or entity whatsoever to determine the existence, relevance, completeness, accuracy, operation, effectiveness, functionality or any other aspect of the Escrow Material received by Escrow Agent under this Agreement.
- 11.2 As soon as practicable after the Escrow Material has been deposited with Escrow Agent, Escrow Agent shall apply its Integrity Testing processes to the Escrow Material.
- 11.3 Any party to this Agreement shall be entitled to require Escrow Agent to carry out a Full Verification. Subject to Clause 11.4, Escrow Agent's prevailing fees and charges for the Full Verification processes and all reasonable expenses incurred by Escrow Agent in carrying out the Full Verification processes shall be payable by the requesting party.
- 11.4 If the Escrow Material fails to satisfy Escrow Agent's Full Verification tests as a result of being defective or incomplete in content, Escrow Agent's fees, charges and expenses in relation to the Full Verification tests shall be paid by Licensor.
- 11.5 Should the Escrow Material deposited fail to satisfy Escrow Agent's Integrity Testing or Full Verification tests under Clauses 11.2 or 11.3, Licensor shall, within 14 days of the receipt of the notice of test failure from Escrow Agent, deposit such new, corrected or revised Escrow Material as shall be necessary to ensure its compliance with its warranties and obligations in Clause 3. If Licensor fails to make such deposit of the new, corrected or revised Escrow Material, Escrow Agent will issue a report to Licensee (with a copy to Licensor) detailing the problem with the Escrow Material as revealed by the relevant tests.

12 Escrow Agent's Liability

- 12.1 Nothing in this Clause 12 excludes or limits the liability of Escrow Agent for gross negligence or intentional misconduct.
- 12.2 Subject to Clause 12.1, Escrow Agent shall not be liable for:
- 12.2.1 any loss or damage caused to either Licensor or Licensee except to the extent that such loss or damage is caused by the negligent acts or omissions of or a breach of any contractual duty by Escrow Agent, its employees, agents or sub-contractors, and in such event, Escrow Agent's total liability with regard to all claims arising under or by virtue of this Agreement or in connection with the performance or contemplated performance of this Agreement, shall not exceed the sum of \$250,000 (two hundred and fifty thousand US dollars); and
- 12.2.2 any special, indirect, incidental or consequential damages whatsoever.
- 12.3 Escrow Agent shall not be responsible in any manner whatsoever for any failure or inability of Licensor or Licensee to perform or comply with any provision of this Agreement.
- 12.4 Escrow Agent shall not be liable in any way to Licensor or Licensee for acting in accordance with the terms of this Agreement and specifically (without limitation) for acting upon any notice, written request, waiver, consent, receipt, statutory declaration or any other document furnished to it pursuant to and in accordance with this Agreement.
- 12.5 Escrow Agent shall not be required to make any investigation into, and shall be entitled in good faith without incurring any liability to Licensor or Licensee to assume (without requesting evidence thereof) the validity, authenticity, veracity and due and authorized execution of any documents, written requests, waivers, consents, receipts, statutory declarations or notices received by it in respect of this Agreement.
- 13 Indemnity**
- 13.1 Save for any claim falling within the provisions of Clause 12.1, the Licensor and the Licensee involved in the dispute or litigation jointly and severally agree at all times to indemnify and hold harmless Escrow Agent in respect of all of its legal and all other costs (including reasonable attorney's fees), fees and expenses incurred directly or indirectly as a result of being brought into or otherwise becoming involved in any form of dispute resolution proceedings or any litigation of any kind between the Licensor and the Licensee in relation to this Agreement to the extent that this Agreement does not otherwise provide for reimbursement of such costs.
- 13.2 The Licensor shall assume all liability and shall at all times indemnify and hold harmless Escrow Agent and its officers, agents, sub-contractors and employees from and against any and all liability, loss, damages, costs, legal costs (including reasonable attorney's fees), professional and other expenses and any other liabilities of whatever nature, awarded against or agreed to be paid or otherwise suffered, incurred or sustained by Escrow Agent, whether direct, indirect or consequential as a result of or in connection with any claim by any third party(s) for alleged or actual infringement of Intellectual Property Rights arising out of or in connection with all and any acts or omissions of Escrow Agent in respect of the Escrow Material as contemplated under this Agreement.
- 14 Term and Termination**
- 14.1 This Agreement and any Deposit Account Agreement shall continue until terminated in accordance with this Clause 14.
- 14.2 If Licensor or Licensee, as the case may be, fails to pay an invoice addressed to it for services under this Agreement and/or any Deposit Account Agreement within 30 days of its issue, Escrow Agent reserves the right to give that party written notice to pay the outstanding invoice within 30 days. If Licensor has not paid its invoice by the expiry of the 30 day notice period, Escrow Agent will give Licensee(s) a period of 30 days to pay Licensor's invoice. If Licensor or Licensee (as appropriate) has not paid its invoice after being given notice in accordance with this Clause, Escrow Agent shall have the right to terminate this Agreement, the relevant Deposit Account Agreement or the registration of Licensee (as appropriate) without further notice. Any amounts owed by Licensor but paid by Licensee(s) will be recoverable by Licensee(s) direct from Licensor as a debt and, if requested, Escrow Agent shall provide appropriate documentation to assist in such recovery.
- 14.3 Upon termination of this Agreement and/or a Deposit Account Agreement in their entirety under the provisions of Clause 14.2, for 30 days from the date of termination Escrow Agent will make the Escrow Material available for collection by Licensor or its agents from the premises of Escrow Agent during office hours. After such 30 day period Escrow Agent has the authority to destroy the Escrow Material.
- 14.4 Notwithstanding any other provision of this Clause 14, Escrow Agent may resign as escrow agent hereunder and terminate this Agreement and/or a Deposit Account Agreement(s) by giving sixty (60) days written notice to Licensor and Licensee(s). In the event that this Agreement and/or a Deposit Account Agreement is terminated in its entirety, Licensor and Licensee(s) shall appoint a mutually acceptable new custodian on similar terms and conditions to those contained herein. If a new custodian is not appointed within 14 days of delivery of such notice, Licensor or Licensee(s) shall be entitled to request the American Arbitration Association to appoint a suitable new custodian upon terms and conditions consistent with those in this Agreement. Such appointment shall be final and binding on Licensor and Licensee(s). If Escrow Agent is notified of the new custodian within the notice period, Escrow Agent will forthwith deliver the Escrow Material to the new custodian. If Escrow Agent is not notified of the new custodian within the notice period and this Agreement and/or a Deposit Account Agreement has been terminated in its entirety, Escrow Agent will return the Escrow Material to Licensor.

- 14.5 Licensee may terminate any and all Deposit Account Agreements in respect of itself only at any time by giving sixty (60) days prior written notice to Escrow Agent.
- 14.6 If the License Agreement with a Licensee has expired or has been lawfully terminated, then Licensee shall give notice to Escrow Agent within 14 days thereof to terminate its interest under the relevant Deposit Account Agreement(s), failing which, Licenser shall be entitled to give written notice to Escrow Agent to terminate the relevant Licensee's interests under the relevant Deposit Account Agreement(s). Upon receipt of such a notice from Licenser, Escrow Agent shall notify Licensee of Licenser's notice to terminate. Unless within 30 days of Escrow Agent giving such notice to Licensee, Escrow Agent receives a counter-notice from Licensee disputing the termination of the License Agreement, then Licensee shall be deemed to have consented to such termination and Licensee's rights under the relevant Deposit Account Agreement shall immediately automatically terminate. Any disputes arising under this Clause shall be dealt with in accordance with the dispute resolution procedure in Clause 8. Upon termination of all registered Licensees under a Deposit Account Agreement under this Clause, Escrow Agent shall return the Escrow Material to Licenser.
- 14.7 Subject to Clause 14.6, Licenser may only terminate the interests of any Licensee under a Deposit Account Agreement with the written consent of that Licensee.
- 14.8 Subject to Clause 14.6, Licenser may only terminate this Agreement or a Deposit Account Agreement in its entirety with the written consent of all Licensees.
- 14.9 A Deposit Account Agreement shall automatically immediately terminate in respect of a Licensee upon release of the Escrow Material to that Licensee in accordance with Clause 7.
- 14.10 If this Agreement or a Deposit Account Agreement is superseded and replaced by a new agreement in respect of the Escrow Material, this Agreement and/or the relevant Deposit Account Agreement shall, upon the coming into force of the new agreement in respect of a Licensee, automatically terminate in respect of that Licensee. When this Agreement and/or a Deposit Account Agreement has been terminated in respect of all Licensees who are registered under it, it shall immediately terminate in its entirety. The relevant party or parties shall request Escrow Agent to either transfer the Escrow Material to the new agreement or ask Licenser under the new agreement to deposit new material. If new material is deposited, upon its receipt, Escrow Agent shall, unless otherwise instructed, destroy the Escrow Material.
- 14.11 The termination of this Agreement and/or a Deposit Account Agreement in respect of a Licensee shall be without prejudice to the continuation of this Agreement and/or the Deposit Account Agreement in respect of any other Licensees.
- 14.12 If any terminations of Licensees' interests under this Agreement and/or a Deposit Account Agreement result in there being no Licensees registered under this Agreement and/or the Deposit Account Agreement, unless otherwise instructed by Licenser, this Agreement and/or the Deposit Account Agreement will continue and the Escrow Material will be retained by Escrow Agent pending registration of other Licensees.
- 14.13 The provisions of Clauses 1, 4.2, 6, 9, 10, 11.1, 12, 13, 14.13 to 14.15 (inclusive) and 15 shall continue in full force after termination of this Agreement.
- 14.14 On and after termination of this Agreement and/or a Deposit Account Agreement, Licenser and/or Licensee(s) (as appropriate) shall remain liable to Escrow Agent for payment in full of any fees and interest which have become due but which have not been paid as at the date of termination.
- 14.15 The termination of this Agreement and/or a Deposit Account Agreement, however arising, shall be without prejudice to the rights accrued to the parties prior to termination.

15 General

- 15.1 Licenser and Licensee(s) shall notify Escrow Agent and each other, within 30 days of its occurrence, of any of the following:
- 15.1.1 a change of its name, principal office, contact address or other contact details; and
 - 15.1.2 any material change in its circumstances that may affect the validity or operation of this Agreement or a Deposit Account Agreement.
- 15.2 This Agreement shall be deemed entered into in California and will be governed by and construed according to the laws of the state of California, excluding that body of law known as conflict of law. The parties agree that any dispute arising under this Agreement, except as provided in Clause 8, will be resolved in the state or federal courts in San Francisco, California and the parties hereby expressly consent to the jurisdiction thereof.
- 15.3 This Agreement and the relevant Deposit Account Agreement together with any relevant Order Form and, in respect of each Licensee, their Registration Agreement, and any relevant Escrow Agent standard terms and conditions including Escrow Agent escrow terms and conditions and, where applicable, Escrow Agent verification terms and conditions represents the whole agreement relating to the escrow arrangements between Escrow Agent, Licenser and that Licensee for the Software and shall supersede all prior agreements, discussions, arrangements, representations, negotiations and undertakings. In the event of any conflict between these documents, the terms of this Agreement shall prevail.
- 15.4 Unless the provisions of this Agreement otherwise provide, any notice or other communication required or

permitted to be given or made in writing hereunder shall be validly given or made if delivered by hand or courier or if dispatched by certified or registered mail (airmail if overseas) addressed to the address specified for the parties in this Agreement or their Registration Agreement (or such other address as may be notified to the parties from time to time):

- (i) if delivered by hand or courier, at the time of delivery;
- (ii) if sent by certified or registered mail (airmail if overseas), 3 business days after posting (6 days if sent by airmail).

- 15.5 Except where Licensor or Licensee merges, is acquired or has substantially all of its assets acquired and the new entity or acquirer agrees to assume all of their obligations and liabilities under this Agreement and the relevant Deposit Account Agreement, Licensor and Licensee shall not assign, transfer or subcontract this Agreement or any rights or obligations hereunder without the prior written consent of the other parties.
- 15.6 Escrow Agent shall be entitled to transfer or assign this Agreement upon written notice to both Licensor and all Licensees.
- 15.7 This Agreement shall be binding upon and survive for the benefit of the successors in title and permitted assigns of the parties.
- 15.8 If any provision of this Agreement is declared too broad in any respect to permit enforcement to its full extent, the parties agree that such provision shall be enforced to the maximum extent permitted by law and that such provision shall be deemed to be varied accordingly. If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, or unenforceable, it shall, to the extent of such illegality, invalidity or unenforceability, be deemed severable and the remaining part of the provision and the rest of the provisions of this Agreement shall continue in full force and effect.
- 15.9 Save as expressly provided in this Agreement, no amendment or variation of this Agreement or a Deposit Account Agreement shall be effective unless in writing and signed by a duly authorized representative of each of the parties to it.
- 15.10 The parties shall not be liable to each other or be deemed to be in breach of this Agreement by reason of any delay in performing, or failure to perform, any of their obligations under this Agreement if the delay or failure was for a reason beyond that party's reasonable control (including, without limitation, fire, flood, explosion, epidemic, riot, civil commotion, any strike, lockout or other industrial action, act of God, war or warlike hostilities or threat of war, terrorist activities, accidental or malicious damage, or any prohibition or restriction by any governments or other legal authority which affects this Agreement and which is not in force on the date of this Agreement). A party claiming to be unable to perform its obligations under this Agreement (either on time or at all) in any of the circumstances set out above must notify the other parties of the nature and extent of the circumstances in question as soon as practicable. If such circumstances continue for more than six months, any of the other parties shall be entitled to terminate this Agreement by giving one month's notice in writing.
- 15.11 No waiver by any party of any breach of any provisions of this Agreement shall be deemed to be a waiver of any subsequent or other breach and, subject to Clause 7.6, no failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof.
- 15.12 This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

Signed for and on behalf of Clear Ballot Group, Inc.

Name:

PAUL A. ARNEZIAN - CFO

Paul A. Arnezian

Agreement Number 66884
(C. L 4.14.17)

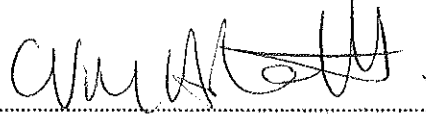
Version 2 June 2014

Position: CHIEF FINANCIAL OFFICER

(Authorized Signatory)

Signed for and on behalf of NCC Group Escrow Associates, LLC

Name: Chloë Ashcroft



Position: Senior Legal Counsel

(Authorized Signatory)

Schedule 1 (Deposit Form)**ESCROW MATERIALS DEPOSIT FORM**

Escrow Account Number:	[Agreement Number]
Product Name:	[Software Name]
Date:	

DEPOSITOR DETAILS

Company Name:		Technical Contact:	
Address:		Signature:	
		Position:	
Telephone No:		Email Address:	

MATERIAL DETAILS

Media Type (e.g. Disc, Tape etc.)	Number of media items	Name of Software	Version/Release
Hardcopy Documents (please supply details):			
Softcopy Documents (please give location on media, e.g. \docs\build):			
What Hardware was used to create the media deposit?			
What Operating System was used?			
What Backup Command/Software was used?			
What Software Compression has been used?			
What Encryption/Password Protection has been used?			
In what Development Language is the source code written?			
Approximate size of the data on the media in megabytes?			
Provide details of any third party software required to access/compile the material.			
Provide details of any additional build information.			

The following information MUST be provided for Escrow Agent to accept the deposit of escrow material:

If this is your initial/first deposit, please fill in Section 1.

If this is your second or subsequent deposit (i.e. a replacement/update) please fill in Section 2.

SECTION 1:	Initial Deposit (First Deposit) – Is this a complete deposit? <input type="checkbox"/> YES <input type="checkbox"/> NO If NO, please indicate when the rest of the deposit will be sent _____
SECTION 2:	Deposit Updates/Replacements – Is the deposit a complete replacement of any of the previous deposits? <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, would you like the past deposit(s) to be: <input type="checkbox"/> RETAINED <input type="checkbox"/> RETURNED <input type="checkbox"/> DESTROYED *For returns and destroys, please specify which deposit(s) this applies to by reference to the month and year of delivery to Escrow Agent (Tick 'ALL' if all previous deposits): <input type="checkbox"/> ALL <input type="checkbox"/> SPECIFIC DEPOSIT(S):

Signature: of Recipient: _____	Date material received by Escrow Agent: _____
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Appendix 1

Template Deposit Account Agreement

Agreement dated:

Between:

- (1) Clear Ballot Group, Inc. whose principal office is at 7 Water St., Floor 7, Boston MA 02109 ("**Licensor**"); and
- (2) NCC Group Escrow Associates, LLC, a limited liability company organized and existing under the laws of Georgia with an office at 123 Mission Street, Suite 900, San Francisco, CA 94105 USA ("**Escrow Agent**").

Agreement:

In consideration of the mutual obligations and undertakings contained in the multi licensee deposit account software escrow agreement number 66884 dated _____ ("**Agreement**") between the Licensor and Escrow Agent, the parties to this agreement agree as follows:

- 1 This agreement is a Deposit Account Agreement (as defined in the Agreement).
- 2 This Deposit Account Agreement is supplemental to and governed by the terms and conditions of the Agreement.
- 3 This Deposit Account Agreement relates to the Escrow Material as defined in the Agreement and as described in Schedule 1 below.
- 4 Escrow Agent's fees are payable as set out in the Order Form.

Signed for and on behalf of Clear Ballot Group, Inc.

Name:
Position:
Date:
(Authorized Signatory)

Signed for and on behalf of NCC Group Escrow Associates, LLC

Name:
Position:
Date:
(Authorized Signatory)

Schedule 1

[Software Name]

Appendix 2

Registration Agreement

NOTE: A COPY OF THIS REGISTRATION AGREEMENT MUST BE DULY SIGNED BY AN AUTHORIZED SIGNATORY AND RETURNED TO ESCROW AGENT BEFORE A LICENSEE CAN CLAIM PROTECTION UNDER THE RELEVANT DEPOSIT ACCOUNT.

Agreement between:

- (1) Clear Ballot Group, Inc. whose principal office is at 7 Water St., Floor 7, Boston MA 02109 ("Licensor");
- (2) NCC Group Escrow Associates, LLC, a limited liability company organized and existing under the laws of Georgia with an office at 123 Mission Street, Suite 900, San Francisco, CA 94105 USA ("Escrow Agent"); and
- (3) Licensee's Name:
whose principal office is at

..... ("Licensee");

Agreement:

1. This registration agreement ("Registration Agreement") is supplemental to the terms and conditions of the multi licensee deposit account software escrow agreement number [Agreement#] dated ("Escrow Agreement") and the Deposit Account Agreement(s) (as defined in the Escrow Agreement) number(s) dated, both between Licensor and Escrow Agent.
2. This Registration Agreement, the Escrow Agreement and the relevant Deposit Account Agreement(s) together shall form a binding agreement between Licensor, Escrow Agent and Licensee in accordance with the terms of the Escrow Agreement.
3. Licensee hereby agrees to take the benefit of, agrees and undertakes to perform its obligations under and be bound by the terms and conditions of the Escrow Agreement, including the payment obligations defined below, as though they were a party to the Escrow Agreement and the Deposit Account Agreement and named therein as a Licensee.
4. Licensor and Licensee agree to compensate Escrow Agent for its services pursuant to this agreement according to the schedule following:

	DESCRIPTION	RATE	LICENSOR	LICENSEE
1	Annual Escrow Management Fee	\$	100%	Nil
2	Deposit Account Initial Fee	\$	100%	Nil
3	Licensee Registration Fee (per individual Licensee registered, payable upon registration and upon the escrow account's anniversary every year thereafter)	\$	Nil	100%
4	Scheduled Update Fee (3 rd and subsequent scheduled deposits in any one year, payable on completion of this Agreement and in advance of each anniversary thereafter)	\$	100%	Nil
5	Licensee Termination Fee	\$	Nil	100%
6	Release Fee (plus Escrow Agent's reasonable expenses)	\$	Nil	100%

5. This Registration Agreement shall take effect when Escrow Agent has registered Licensee as a party to the relevant Deposit Account Agreement.
6. The Release Events for the undersigned Licensee are as follows:
 - (i) a receiver, trustee, or similar officer is appointed for the business or property of Licensor; or
 - (ii) Licensor files a petition in bankruptcy, files a petition seeking any reorganization (without confirming immediately in writing to Licensee that it will continue to maintain the Software in accordance with the terms of the License Agreement or any applicable maintenance agreement), makes an arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors; or
 - (iii) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against Licensor and not stayed, enjoined, or discharged within 60 days; or
 - (iii) Licensor takes any corporate action authorizing any of the foregoing; or

- (iv) any similar or analogous proceedings or event to those in Clauses 6(i) to 6(iv) above occurs in respect of Licensor within any jurisdiction outside the USA; or
- (vi) Licensor ceases to carry on its business or the part of its business which relates to the Software; or
- (vii) Licensor or, where relevant, its agent, parent, subsidiary or associated company is in material breach of its obligations as to maintenance or modification of the Software under the License Agreement or any maintenance agreement entered into in connection with the Software and has failed to remedy such default notified by Licensee to Licensor within a reasonable period.

Signed for and on behalf of [Licenseename]

Name:
Position: (Authorized Signatory)
Date:

Signed for and on behalf of Clear Ballot Group, Inc.

Name:
Position: (Authorized Signatory)
Date:

Signed for and on behalf of NCC Group Escrow Associates, LLC

Name:
Position: (Authorized Signatory)
Date:



**Multi Licensee Deposit Account
Software Escrow Agreement**

Date	4/14/17
Licensors	Clear Ballot Group, Inc.
Agreement Number	66884

Notice: The parties to this Agreement are obliged to inform Escrow Agent of any changes to the Software or in their circumstances (including change of name, principal office, contact details or change of owner of the intellectual property in the Software).

Escrow Agreement Dated: 4/14/17

Between:

- (1) Clear Ballot Group, Inc. whose principal office is at 7 Water St., Floor 7, Boston MA 02109 ("Licensor"); and
- (2) NCC Group Escrow Associates, LLC, a limited liability company organized and existing under the laws of Georgia with an office at 123 Mission Street, Suite 900, San Francisco, CA 94105 USA ("Escrow Agent").

Background:

- (A) Licensee has been granted a license to use the Software which comprises computer programs.
- (B) Certain technical information and/or documentation relating to the Software (including, without limitation, the Escrow Materials, is the confidential information and intellectual property of Licensor or a third party.
- (C) Licensor acknowledges that in certain circumstances, such information and/or documentation would be required by Licensee in order for it to continue to exercise its rights under its License Agreement with the Licensor.
- (D) The parties therefore agree that such information and/or documentation should be placed with a trusted third party, Escrow Agent, so that such information and/or documentation can be released to Licensee should certain circumstances arise.

Agreement:

In consideration of the mutual undertakings and obligations contained in this Agreement, the parties agree that:

1 Definitions and Interpretation

1.1 In this Agreement the following terms shall have the following meanings:

"Agreement" means the terms and conditions of this multi licensee deposit account software escrow agreement set out below, including the Schedule and Appendices hereto.

"Confidential Information" means all technical and/or commercial information not in the public domain and which is designated in writing as confidential by any party. For the avoidance of doubt, the Escrow Material shall be deemed to be Licensor's Confidential Information.

"Deposit Account" means an account set up on the execution of a Deposit Account Agreement under which specific Escrow Material is deposited by the Licensor with Escrow Agent.

"Deposit Account Agreement" means an agreement in the form attached as Appendix 1, for the setting up of a Deposit Account.

"Deposit Form" means the form at Schedule 1 which is to be completed by Licensor and delivered to Escrow Agent with each deposit of the Escrow Material.

"Escrow Material" means the Source Code of the Software and such other material and documentation (including updates and upgrades thereto and new versions thereof) as are necessary to be delivered or deposited to comply with Clause 3 of this Agreement.

"Full Verification" means the tests and processes forming Escrow Agent's Full Verification service and/or such other tests and processes as may be agreed between the parties for the verification of the Escrow Material.

"Integrity Testing" means those tests and processes forming Escrow Agent's Integrity Testing service, in so far as they can be applied to the Escrow Material.

"Intellectual Property Rights" mean any copyright, patents, design patents, registered designs, design rights, utility models, trademarks, service marks, trade secrets, know how, database rights, moral rights, confidential information, trade or business names, domain names, and any other rights of a similar nature including industrial and proprietary rights and other similar protected rights in any country or jurisdiction together with all registrations, applications to register and rights to apply for registration of any of the aforementioned rights and any licenses of or in respect of such rights.

"License Agreement" means the agreement under which a Licensee was granted a license to use the Software.

"Licensee" means any person, firm, company or other entity:

- 1.1.1 to whom a license to use the Software has been granted; and
- 1.1.2 whom Licensor has approved for registration under a Deposit Account Agreement; and
- 1.1.3 who has agreed to be bound by the terms and conditions of a Deposit Account Agreement by executing a completed Registration Agreement, forwarding the same to Escrow Agent and the receipt and registration of which has been acknowledged by Escrow Agent in writing to Licensor and Licensee;

and references in this Agreement to Licensee shall be to the relevant Licensee or Licensees given the context in which such reference is made.

"Order Form" means the order form setting out the details of the order placed with Escrow Agent for setting up this Agreement and/or the registration of a Licensee and/or Deposit Account under this Agreement.

"Registration Agreement" means an agreement in the form set out in Appendix 2 to be signed by Licensor, Escrow Agent and any company wishing to be a party to a Deposit Account Agreement or Deposit Account Agreements, as a Licensee and, accordingly, to take the benefit of and be bound by the terms and conditions of the Agreement including payment obligations as may be defined in the Registration Agreement.

"Release Purposes" means the purposes of understanding, maintaining, modifying and correcting the Software exclusively for and on behalf of Licensee together with such other purposes (if any) as are permitted under the License Agreement.

"Software" means the software together with any updates and upgrades thereto and new versions thereof licensed to Licensee under the License Agreement details of which are set out in Schedule 1 of a Deposit Account Agreement.

"Source Code" means the computer programming code of the Software in human readable form.

1.2 This Agreement shall be interpreted in accordance with the following:

- 1.2.1 headings are for ease of reference only and shall not be taken into consideration in the interpretation of this Agreement;
- 1.2.2 all references to Clauses and Schedules are references to Clauses and Schedules of this Agreement; and
- 1.2.3 all references to a party or parties are references to a party or parties to this Agreement.

2 Deposit Accounts

- 2.1 Each time that the Licensor wishes to deposit different Escrow Material under the terms of this Agreement, the Licensor and Escrow Agent must execute a completed Deposit Account Agreement containing the details of the Escrow Material to be deposited in accordance with the obligations contained in Clause 3.
- 2.2 Each signed Deposit Account Agreement shall be supplemental to and be governed by the terms of this Agreement.
- 2.3 For the avoidance of doubt, if the Escrow Material to be deposited is an update to or development of Escrow Material already deposited under an existing Deposit Account, the deposit of such Escrow Material shall not require a new Deposit Account and shall be deposited under the relevant existing Deposit Account.

3 Licensor's Duties and Warranties

- 3.1 Licensor shall:
 - 3.1.1 deliver a copy of the Escrow Material to Escrow Agent within 30 days of the date Escrow Agent receives an executed Deposit Account Agreement;
 - 3.1.2 deliver an update or replacement copy of the Escrow Material to Escrow Agent within 30 days of a material update, error correction, enhancement, maintenance release or functional modification to the Software which results in an updated delivery of the object code version of the Software to Licensee;
 - 3.1.3 ensure that each copy of the Escrow Material deposited with Escrow Agent comprises the Source Code of the latest version of the Software used by Licensee;
 - 3.1.4 deliver to Escrow Agent an update or replacement copy of the Escrow Material within 30 days after the anniversary of the last delivery of the Escrow Material to ensure that the integrity of the Escrow Material media is maintained;
 - 3.1.5 deliver with each deposit of the Escrow Material a Deposit Form which includes the following information:
 - 3.1.5.1 details of the deposit including the full name of the Software (i.e. the original name as set out under Schedule 1 to the Deposit Account Agreement together with any new names given to the Software by Licensor), version details, media type, backup command/software used, compression used, archive hardware and operating system details; and
 - 3.1.5.2 password/encryption details required to access the Escrow Material;
 - 3.1.6 deliver with each deposit of the Escrow Material the following technical information (where applicable):
 - 3.1.6.1 documentation describing the procedures for building, compiling and installing the Software, including names and versions of the development tools;

3.1.6.2 Software design information (e.g. module names and functionality); and

3.1.6.3 name and contact details of employees with knowledge of how to maintain and support the Escrow Material; and

3.1.7 deposit a detailed list of the suppliers of any third party software and tools required to access, install, build or compile or otherwise use the Escrow Material.

3.2 Licenser warrants to both Escrow Agent and Licensee at the time of each deposit of the Escrow Material with Escrow Agent that:

3.2.1 it has the full right, ability and authority to deposit the Escrow Material;

3.2.2 in entering into this Agreement and any Deposit Account Agreement and performing its obligations under such agreements, it is not in breach of any of its ongoing express or implied obligations to any third party(s); and

3.2.3 the Escrow Material deposited under Clause 3.1 contains all information in human-readable form and is on suitable media to enable a reasonably skilled programmer or analyst to understand, maintain, modify and correct the Software.

4 Licensee's Responsibilities and Undertakings

4.1 Licensee shall notify Escrow Agent of any change to the Software that necessitates a replacement deposit of the Escrow Material.

4.2 In the event that the Escrow Material is released under Clause 7, Licensee shall:

4.2.1 keep the Escrow Material confidential at all times;

4.2.2 use the Escrow Material only for the Release Purposes;

4.2.3 not disclose the Escrow Material to any person save such of Licensee's employees or contractors who need to know the same for the Release Purposes. In the event that Escrow Material is disclosed to its employees or contractors, Licensee shall ensure that they are bound by the same confidentiality obligations as are contained in this Clause 4.2;

4.2.4 hold all media containing the Escrow Material in a safe and secure environment when not in use; and

4.2.5 forthwith destroy the Escrow Material should Licensee cease to be entitled to use the Software under the terms of the License Agreement.

5 Escrow Agent's Duties

5.1 Escrow Agent shall:

5.1.1 at all times during the term of this Agreement, retain the latest deposit of the Escrow Material in a safe and secure environment;

5.1.2 notify Licenser and the relevant Licensee of the acceptance of any Registration Agreement; and

5.1.3 inform Licenser and Licensee of the receipt of any deposit of the Escrow Material by sending to both parties a copy of the Deposit Form and/or the Integrity Testing report or Full Verification report (as the case may be) generated from the testing processes carried out under Clause 11.

5.2 In the event of failure by Licenser to deposit any Escrow Material with Escrow Agent, Escrow Agent shall not be responsible for procuring such deposit and may, at its sole discretion, notify the Licenser and Licensee of Licenser's failure to deposit any Escrow Material.

5.3 Escrow Agent may appoint agents, contractors or sub-contractors as it deems fit to carry out the Integrity Testing and the Full Verification processes. Escrow Agent shall ensure that any such agents, contractors and sub-contractors are bound by the same confidentiality obligations as are contained in Clause 9.

Escrow Agent has the right to make such copies of the Escrow Material as may be necessary solely for the purposes of this Agreement.

6 Payment

6.1 The parties shall pay Escrow Agent's fees and charges as published from time to time or as otherwise agreed, as listed in the Order Form. Escrow Agent's fees as published are exclusive of any applicable sales tax.

6.2 If Escrow Agent is required to perform any additional or extraordinary services as a result of being an escrow agent including intervention in any litigation or proceeding, Escrow Agent shall receive reasonable compensation for such services and be reimbursed for all costs incurred, including reasonable attorney's fees.

6.3 Escrow Agent shall be entitled to review and vary its standard fees and charges for its services under this Agreement from time to time but no more than once a year and only upon 45 days written notice to the parties.

6.4 All invoices are payable within 30 days from the date of invoice. Interest shall accrue at the lesser of 1.5% per

month or the maximum amount permitted by applicable law for any fees that are undisputed by the paying party and remain unpaid for more than 30 days past the due date of the applicable invoice.

- 6.5 In the event of a dispute made in good faith as to the amount of fees, the party responsible for payment agrees to remit payment on any undisputed amount(s) in accordance with Clause 6.1 above. In such circumstances, the interest on the fees shall not accrue as to any disputed amounts unless not paid within 30 days after such dispute has been resolved by the parties.

7 Release Procedures

- 7.1 Subject to: (i) the remaining provisions of this Clause 7 and (ii) the receipt by Escrow Agent of the fees chargeable upon a release and any other fees and interest (if any) outstanding under this Agreement, Escrow Agent will release the Escrow Material to a duly authorized representative of Licensee if any of the events listed at clause 6 of the Registration Agreement ("Release Event(s)") occur.
- 7.2 Licensee must notify Escrow Agent of the occurrence of a Release Event specified in the Registration Agreement by delivering to Escrow Agent a notice in writing ("Notice") declaring that such Release Event has occurred and specifying the Deposit Account(s) so affected, and setting out the facts and circumstances of the Release Event, that the License Agreement and any maintenance agreement, if relevant, for the Software was still valid and effective up to the occurrence of such Release Event and exhibiting such documentary evidence in support of the Notice as Escrow Agent shall reasonably require.
- 7.3 Upon receipt of a Notice from Licensee claiming that a Release Event has occurred:
- 7.3.1 Escrow Agent shall submit a copy of the Notice to Licensor (with a copy to the Licensee in order to acknowledge receipt of the Notice) by courier or other form of guaranteed delivery; and
- 7.3.2 unless within 14 calendar days after the date of dispatch of the Notice by Escrow Agent, Escrow Agent receives a counter-notice in writing from Licensor stating that in their view no such Release Event has occurred or, if appropriate, that the event or circumstance giving rise to the Release Event has been rectified as shown by documentation in support thereof,

Escrow Agent will release the Escrow Material to Licensee for its use for the Release Purposes.

- 7.4 Upon receipt of the counter-notice from Licensor under Clause 7.3.2, Escrow Agent shall send a copy of the counter-notice and any supporting evidence to Licensee (with a copy to Licensor in order to acknowledge receipt of the counter-notice) by courier or other form of guaranteed delivery.
- 7.5 Within 90 calendar days of dispatch of the counter-notice by Escrow Agent, Licensee may give Licensor and Escrow Agent written notice of its intention to arbitrate under Clause 7 ("Demand").
- 7.6 If, within 90 calendar days of dispatch of the counter-notice by Escrow Agent to Licensee, Licensee has not given a Demand to Licensor and Escrow Agent, the Notice submitted by Licensee will be deemed to be no longer valid and Licensee shall be deemed to have waived their right to release of the Escrow Material for the particular reason or event specified in the original Notice. In such circumstances, this Agreement shall continue in full force and effect.

8 Disputes regarding Release Event(s)

- 8.1 All disputes regarding whether the Release Event(s) specified in the Notice occurred before the Licensee delivered the Notice to Escrow Agent shall be decided by one (1) arbitrator. The place of the arbitration shall be San Francisco, California. If the Licensor and Licensee have not agreed on an arbitrator within seven (7) days after the Licensor receives the Demand, the American Arbitration Association (AAA) shall appoint an arbitrator within ten (10) days of receipt of a request to appoint an arbitrator, which may be filed by either the Licensor or Licensee. The arbitrator's agreement to the deadlines set forth in this Clause 8 shall be a condition to the appointment as arbitrator, but failure to adhere to these time limits shall not be a basis for challenging the award.
- 8.2 Within seven (7) days of the appointment of the arbitrator, the Licensor and Licensee shall each provide written submissions to the arbitrator, together with all documentary evidence in their possession in support of their claim.
- 8.3 Based solely on the written submissions of the Licensor and Licensee, and without the need for a hearing, the arbitrator shall render and deliver his or her award to the Licensor, the Licensee and Escrow Agent within fourteen (14) days of receiving the written submissions from the Licensor and Licensee. The Licensee and Licensor may agree to extend this time limit or the arbitrator may do so in its discretion if he or she determines that the interest of justice so requires.
- 8.4 The award shall be limited to a determination of whether or not there existed a Release Event at the time Licensee delivered the Notice to Escrow Agent and, where the Licensor claims within the timescales specified in Clause 7.3.2 that the Release Event has been rectified and the Licensee does not agree, to a determination of whether or not the Release Event has in fact been rectified. In addition, the arbitrator shall award the prevailing party its attorneys' fees and costs, including the fees and costs of the arbitrator.
- 8.5 The arbitral award shall be final and binding upon the Parties hereto. If the arbitrator finds that a Release Event existed at the time of delivery of the Notice to Escrow Agent, Escrow Agent is hereby authorized to release and

deliver the Escrow Material to the Licensee within 5 working days of the decision being notified by the arbitrator to the parties. If the arbitrator finds to the contrary, then Escrow Agent shall not release the Escrow Material and shall continue to hold the Escrow Material in accordance with the terms of this Agreement.

- 8.6 The Parties agree that the arbitration provided in this Clause 8 shall not be consolidated or joined with any other proceeding regarding disputes between or among any of the Parties.

9 Confidentiality

- 9.1 The Escrow Material shall remain at all times the confidential and intellectual property of its owner.
- 9.2 In the event that Escrow Agent releases the Escrow Material to Licensee, Licensee shall be permitted to use the Escrow Material only for the Release Purposes.
- 9.3 Subject to Clause 9.4, Escrow Agent agrees to keep all Confidential Information relating to the Escrow Material and/or the Software that comes into its possession or to its knowledge under this Agreement in strict confidence and secrecy. Escrow Agent further agrees not to make use of such information and/or documentation other than for the purposes of this Agreement and, unless the parties should agree otherwise in writing and subject to Clause 9.4, will not disclose or release it other than in accordance with the terms of this Agreement.
- 9.4 Escrow Agent may release the Escrow Material to the extent that it is required by applicable federal, state or local law, regulation, court order, judgment, decree or other legal process, provided that, unless prohibited by the terms of the order or the relevant law or regulation, Escrow Agent has notified Licensor and Licensee prior to such required release, has given Licensor and/or Licensee an opportunity to contest (at their own expense) such required release, within the time parameters mandated by such applicable regulation, court order, judgment, decree or other legal process. Escrow Agent is hereby expressly authorized in its sole discretion to obey and comply with all orders, judgments, decrees so entered or issued by any court, without the necessity of inquiring as to the validity of such order, judgment or decree, or the court's underlying jurisdiction. Where Escrow Agent obeys or complies with any such order, judgment or decree, Escrow Agent shall not be liable to Licensee, Licensor or any third party by reason of such compliance, notwithstanding that such order, judgment or decree may subsequently be reversed, modified or vacated.
- 9.5 Any request by a Licensee under clause 11.3 for a Full Verification shall not be disclosed to any other Licensee(s) except as the requesting Licensee agrees.

10 Intellectual Property Rights

- 10.1 The release of the Escrow Material to Licensee will not act as an assignment of any Intellectual Property Rights that Licensor or any third party possesses in the Escrow Material. However, upon deposit of the Escrow Material, the title to the media upon which the Escrow Material is deposited ("Media") is transferred to Escrow Agent. Upon delivery of the Escrow Material back to Licensor, the title to the Media shall transfer back to the Licensor. If the Escrow Material is released to the Licensee, the title to the Media shall transfer to the Licensee.
- 10.2 The Intellectual Property Rights in the Integrity Testing report and any Full Verification report shall remain vested in Escrow Agent. Licensor and Licensee shall each be granted a non-exclusive right and license to use the Integrity Testing report for the purposes of this Agreement and their own internal purposes only. Licensor and the party who commissioned the Full Verification shall each be granted a non-exclusive right and license to use the Full Verification report for the purposes of this Agreement and their own internal purposes only.

11 Integrity Testing and Full Verification

- 11.1 Escrow Agent shall bear no obligation or responsibility to any party to this Agreement or person, firm, company or entity whatsoever to determine the existence, relevance, completeness, accuracy, operation, effectiveness, functionality or any other aspect of the Escrow Material received by Escrow Agent under this Agreement.
- 11.2 As soon as practicable after the Escrow Material has been deposited with Escrow Agent, Escrow Agent shall apply its Integrity Testing processes to the Escrow Material.
- 11.3 Any party to this Agreement shall be entitled to require Escrow Agent to carry out a Full Verification. Subject to Clause 11.4, Escrow Agent's prevailing fees and charges for the Full Verification processes and all reasonable expenses incurred by Escrow Agent in carrying out the Full Verification processes shall be payable by the requesting party.
- 11.4 If the Escrow Material fails to satisfy Escrow Agent's Full Verification tests as a result of being defective or incomplete in content, Escrow Agent's fees, charges and expenses in relation to the Full Verification tests shall be paid by Licensor.
- 11.5 Should the Escrow Material deposited fail to satisfy Escrow Agent's Integrity Testing or Full Verification tests under Clauses 11.2 or 11.3, Licensor shall, within 14 days of the receipt of the notice of test failure from Escrow Agent, deposit such new, corrected or revised Escrow Material as shall be necessary to ensure its compliance with its warranties and obligations in Clause 3. If Licensor fails to make such deposit of the new, corrected or revised Escrow Material, Escrow Agent will issue a report to Licensee (with a copy to Licensor) detailing the problem with the Escrow Material as revealed by the relevant tests.

12 Escrow Agent's Liability

- 12.1 Nothing in this Clause 12 excludes or limits the liability of Escrow Agent for gross negligence or intentional misconduct.
- 12.2 Subject to Clause 12.1, Escrow Agent shall not be liable for:
- 12.2.1 any loss or damage caused to either Licensor or Licensee except to the extent that such loss or damage is caused by the negligent acts or omissions of or a breach of any contractual duty by Escrow Agent, its employees, agents or sub-contractors, and in such event, Escrow Agent's total liability with regard to all claims arising under or by virtue of this Agreement or in connection with the performance or contemplated performance of this Agreement, shall not exceed the sum of \$250,000 (two hundred and fifty thousand US dollars); and
- 12.2.2 any special, indirect, incidental or consequential damages whatsoever.
- 12.3 Escrow Agent shall not be responsible in any manner whatsoever for any failure or inability of Licensor or Licensee to perform or comply with any provision of this Agreement.
- 12.4 Escrow Agent shall not be liable in any way to Licensor or Licensee for acting in accordance with the terms of this Agreement and specifically (without limitation) for acting upon any notice, written request, waiver, consent, receipt, statutory declaration or any other document furnished to it pursuant to and in accordance with this Agreement.
- 12.5 Escrow Agent shall not be required to make any investigation into, and shall be entitled in good faith without incurring any liability to Licensor or Licensee to assume (without requesting evidence thereof) the validity, authenticity, veracity and due and authorized execution of any documents, written requests, waivers, consents, receipts, statutory declarations or notices received by it in respect of this Agreement.
- 13 Indemnity**
- 13.1 Save for any claim falling within the provisions of Clause 12.1, the Licensor and the Licensee involved in the dispute or litigation jointly and severally agree at all times to indemnify and hold harmless Escrow Agent in respect of all of its legal and all other costs (including reasonable attorney's fees), fees and expenses incurred directly or indirectly as a result of being brought into or otherwise becoming involved in any form of dispute resolution proceedings or any litigation of any kind between the Licensor and the Licensee in relation to this Agreement to the extent that this Agreement does not otherwise provide for reimbursement of such costs.
- 13.2 The Licensor shall assume all liability and shall at all times indemnify and hold harmless Escrow Agent and its officers, agents, sub-contractors and employees from and against any and all liability, loss, damages, costs, legal costs (including reasonable attorney's fees), professional and other expenses and any other liabilities of whatever nature, awarded against or agreed to be paid or otherwise suffered, incurred or sustained by Escrow Agent, whether direct, indirect or consequential as a result of or in connection with any claim by any third party(s) for alleged or actual infringement of Intellectual Property Rights arising out of or in connection with all and any acts or omissions of Escrow Agent in respect of the Escrow Material as contemplated under this Agreement.
- 14 Term and Termination**
- 14.1 This Agreement and any Deposit Account Agreement shall continue until terminated in accordance with this Clause 14.
- 14.2 If Licensor or Licensee, as the case may be, fails to pay an invoice addressed to it for services under this Agreement and/or any Deposit Account Agreement within 30 days of its issue, Escrow Agent reserves the right to give that party written notice to pay the outstanding invoice within 30 days. If Licensor has not paid its invoice by the expiry of the 30 day notice period, Escrow Agent will give Licensee(s) a period of 30 days to pay Licensor's invoice. If Licensor or Licensee (as appropriate) has not paid its invoice after being given notice in accordance with this Clause, Escrow Agent shall have the right to terminate this Agreement, the relevant Deposit Account Agreement or the registration of Licensee (as appropriate) without further notice. Any amounts owed by Licensor but paid by Licensee(s) will be recoverable by Licensee(s) direct from Licensor as a debt and, if requested, Escrow Agent shall provide appropriate documentation to assist in such recovery.
- 14.3 Upon termination of this Agreement and/or a Deposit Account Agreement in their entirety under the provisions of Clause 14.2, for 30 days from the date of termination Escrow Agent will make the Escrow Material available for collection by Licensor or its agents from the premises of Escrow Agent during office hours. After such 30 day period Escrow Agent has the authority to destroy the Escrow Material.
- 14.4 Notwithstanding any other provision of this Clause 14, Escrow Agent may resign as escrow agent hereunder and terminate this Agreement and/or a Deposit Account Agreement(s) by giving sixty (60) days written notice to Licensor and Licensee(s). In the event that this Agreement and/or a Deposit Account Agreement is terminated in its entirety, Licensor and Licensee(s) shall appoint a mutually acceptable new custodian on similar terms and conditions to those contained herein. If a new custodian is not appointed within 14 days of delivery of such notice, Licensor or Licensee(s) shall be entitled to request the American Arbitration Association to appoint a suitable new custodian upon terms and conditions consistent with those in this Agreement. Such appointment shall be final and binding on Licensor and Licensee(s). If Escrow Agent is notified of the new custodian within the notice period, Escrow Agent will forthwith deliver the Escrow Material to the new custodian. If Escrow Agent is not notified of the new custodian within the notice period and this Agreement and/or a Deposit Account Agreement has been terminated in its entirety, Escrow Agent will return the Escrow Material to Licensor.

- 14.5 Licensee may terminate any and all Deposit Account Agreements in respect of itself only at any time by giving sixty (60) days prior written notice to Escrow Agent.
- 14.6 If the License Agreement with a Licensee has expired or has been lawfully terminated, then Licensee shall give notice to Escrow Agent within 14 days thereof to terminate its interest under the relevant Deposit Account Agreement(s), failing which, Licenser shall be entitled to give written notice to Escrow Agent to terminate the relevant Licensee's interests under the relevant Deposit Account Agreement(s). Upon receipt of such a notice from Licenser, Escrow Agent shall notify Licensee of Licenser's notice to terminate. Unless within 30 days of Escrow Agent giving such notice to Licensee, Escrow Agent receives a counter-notice from Licensee disputing the termination of the License Agreement, then Licensee shall be deemed to have consented to such termination and Licensee's rights under the relevant Deposit Account Agreement shall immediately automatically terminate. Any disputes arising under this Clause shall be dealt with in accordance with the dispute resolution procedure in Clause 8. Upon termination of all registered Licensees under a Deposit Account Agreement under this Clause, Escrow Agent shall return the Escrow Material to Licenser.
- 14.7 Subject to Clause 14.6, Licenser may only terminate the interests of any Licensee under a Deposit Account Agreement with the written consent of that Licensee.
- 14.8 Subject to Clause 14.6, Licenser may only terminate this Agreement or a Deposit Account Agreement in its entirety with the written consent of all Licensees.
- 14.9 A Deposit Account Agreement shall automatically immediately terminate in respect of a Licensee upon release of the Escrow Material to that Licensee in accordance with Clause 7.
- 14.10 If this Agreement or a Deposit Account Agreement is superseded and replaced by a new agreement in respect of the Escrow Material, this Agreement and/or the relevant Deposit Account Agreement shall, upon the coming into force of the new agreement in respect of a Licensee, automatically terminate in respect of that Licensee. When this Agreement and/or a Deposit Account Agreement has been terminated in respect of all Licensees who are registered under it, it shall immediately terminate in its entirety. The relevant party or parties shall request Escrow Agent to either transfer the Escrow Material to the new agreement or ask Licenser under the new agreement to deposit new material. If new material is deposited, upon its receipt, Escrow Agent shall, unless otherwise instructed, destroy the Escrow Material.
- 14.11 The termination of this Agreement and/or a Deposit Account Agreement in respect of a Licensee shall be without prejudice to the continuation of this Agreement and/or the Deposit Account Agreement in respect of any other Licensees.
- 14.12 If any terminations of Licensees' interests under this Agreement and/or a Deposit Account Agreement result in there being no Licensees registered under this Agreement and/or the Deposit Account Agreement, unless otherwise instructed by Licenser, this Agreement and/or the Deposit Account Agreement will continue and the Escrow Material will be retained by Escrow Agent pending registration of other Licensees.
- 14.13 The provisions of Clauses 1, 4.2, 6, 9, 10, 11.1, 12, 13, 14.13 to 14.15 (inclusive) and 15 shall continue in full force after termination of this Agreement.
- 14.14 On and after termination of this Agreement and/or a Deposit Account Agreement, Licenser and/or Licensee(s) (as appropriate) shall remain liable to Escrow Agent for payment in full of any fees and interest which have become due but which have not been paid as at the date of termination.
- 14.15 The termination of this Agreement and/or a Deposit Account Agreement, however arising, shall be without prejudice to the rights accrued to the parties prior to termination.

15 General

- 15.1 Licenser and Licensee(s) shall notify Escrow Agent and each other, within 30 days of its occurrence, of any of the following:
- 15.1.1 a change of its name, principal office, contact address or other contact details; and
 - 15.1.2 any material change in its circumstances that may affect the validity or operation of this Agreement or a Deposit Account Agreement.
- 15.2 This Agreement shall be deemed entered into in California and will be governed by and construed according to the laws of the state of California, excluding that body of law known as conflict of law. The parties agree that any dispute arising under this Agreement, except as provided in Clause 8, will be resolved in the state or federal courts in San Francisco, California and the parties hereby expressly consent to the jurisdiction thereof.
- 15.3 This Agreement and the relevant Deposit Account Agreement together with any relevant Order Form and, in respect of each Licensee, their Registration Agreement, and any relevant Escrow Agent standard terms and conditions including Escrow Agent escrow terms and conditions and, where applicable, Escrow Agent verification terms and conditions represents the whole agreement relating to the escrow arrangements between Escrow Agent, Licenser and that Licensee for the Software and shall supersede all prior agreements, discussions, arrangements, representations, negotiations and undertakings. In the event of any conflict between these documents, the terms of this Agreement shall prevail.
- 15.4 Unless the provisions of this Agreement otherwise provide, any notice or other communication required or

permitted to be given or made in writing hereunder shall be validly given or made if delivered by hand or courier or if dispatched by certified or registered mail (airmail if overseas) addressed to the address specified for the parties in this Agreement or their Registration Agreement (or such other address as may be notified to the parties from time to time):

- (i) if delivered by hand or courier, at the time of delivery;
- (ii) if sent by certified or registered mail (airmail if overseas), 3 business days after posting (6 days if sent by airmail).

- 15.5 Except where Licensor or Licensee merges, is acquired or has substantially all of its assets acquired and the new entity or acquirer agrees to assume all of their obligations and liabilities under this Agreement and the relevant Deposit Account Agreement, Licensor and Licensee shall not assign, transfer or subcontract this Agreement or any rights or obligations hereunder without the prior written consent of the other parties.
- 15.6 Escrow Agent shall be entitled to transfer or assign this Agreement upon written notice to both Licensor and all Licensees.
- 15.7 This Agreement shall be binding upon and survive for the benefit of the successors in title and permitted assigns of the parties.
- 15.8 If any provision of this Agreement is declared too broad in any respect to permit enforcement to its full extent, the parties agree that such provision shall be enforced to the maximum extent permitted by law and that such provision shall be deemed to be varied accordingly. If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, or unenforceable, it shall, to the extent of such illegality, invalidity or unenforceability, be deemed severable and the remaining part of the provision and the rest of the provisions of this Agreement shall continue in full force and effect.
- 15.9 Save as expressly provided in this Agreement, no amendment or variation of this Agreement or a Deposit Account Agreement shall be effective unless in writing and signed by a duly authorized representative of each of the parties to it.
- 15.10 The parties shall not be liable to each other or be deemed to be in breach of this Agreement by reason of any delay in performing, or failure to perform, any of their obligations under this Agreement if the delay or failure was for a reason beyond that party's reasonable control (including, without limitation, fire, flood, explosion, epidemic, riot, civil commotion, any strike, lockout or other industrial action, act of God, war or warlike hostilities or threat of war, terrorist activities, accidental or malicious damage, or any prohibition or restriction by any governments or other legal authority which affects this Agreement and which is not in force on the date of this Agreement). A party claiming to be unable to perform its obligations under this Agreement (either on time or at all) in any of the circumstances set out above must notify the other parties of the nature and extent of the circumstances in question as soon as practicable. If such circumstances continue for more than six months, any of the other parties shall be entitled to terminate this Agreement by giving one month's notice in writing.
- 15.11 No waiver by any party of any breach of any provisions of this Agreement shall be deemed to be a waiver of any subsequent or other breach and, subject to Clause 7.6, no failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof.
- 15.12 This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

Signed for and on behalf of Clear Ballot Group, Inc.

Name:

PAUL A. ARNEZIAN - CFO

Paul A. Arnezian

Agreement Number 66884
(C. L 4.14.17)

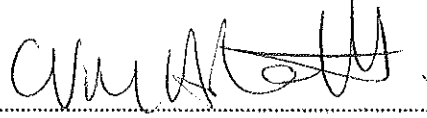
Version 2 June 2014

Position: CHIEF FINANCIAL OFFICER

(Authorized Signatory)

Signed for and on behalf of NCC Group Escrow Associates, LLC

Name: Chloë Ashcroft



Position: Senior Legal Counsel

(Authorized Signatory)

Schedule 1 (Deposit Form)**ESCROW MATERIALS DEPOSIT FORM**

Escrow Account Number:	[Agreement Number]
Product Name:	[Software Name]
Date:	

DEPOSITOR DETAILS

Company Name:		Technical Contact:	
Address:		Signature:	
		Position:	
Telephone No:		Email Address:	

MATERIAL DETAILS

Media Type (e.g. Disc, Tape etc.)	Number of media items	Name of Software	Version/Release
Hardcopy Documents (please supply details):			
Softcopy Documents (please give location on media, e.g. \docs\build):			
What Hardware was used to create the media deposit?			
What Operating System was used?			
What Backup Command/Software was used?			
What Software Compression has been used?			
What Encryption/Password Protection has been used?			
In what Development Language is the source code written?			
Approximate size of the data on the media in megabytes?			
Provide details of any third party software required to access/compile the material.			
Provide details of any additional build information.			

The following information MUST be provided for Escrow Agent to accept the deposit of escrow material:

If this is your initial/first deposit, please fill in Section 1.

If this is your second or subsequent deposit (i.e. a replacement/update) please fill in Section 2.

SECTION 1:	Initial Deposit (First Deposit) – Is this a complete deposit? <input type="checkbox"/> YES <input type="checkbox"/> NO If NO, please indicate when the rest of the deposit will be sent _____
SECTION 2:	Deposit Updates/Replacements – Is the deposit a complete replacement of any of the previous deposits? <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, would you like the past deposit(s) to be: <input type="checkbox"/> RETAINED <input type="checkbox"/> RETURNED <input type="checkbox"/> DESTROYED *For returns and destroys, please specify which deposit(s) this applies to by reference to the month and year of delivery to Escrow Agent (Tick 'ALL' if all previous deposits): <input type="checkbox"/> ALL <input type="checkbox"/> SPECIFIC DEPOSIT(S):

Signature: of Recipient: _____	Date material received by Escrow Agent: _____
-----------------------------------	--

Appendix 1

Template Deposit Account Agreement

Agreement dated:

Between:

- (1) Clear Ballot Group, Inc. whose principal office is at 7 Water St., Floor 7, Boston MA 02109 ("**Licensor**"); and
- (2) NCC Group Escrow Associates, LLC, a limited liability company organized and existing under the laws of Georgia with an office at 123 Mission Street, Suite 900, San Francisco, CA 94105 USA ("**Escrow Agent**").

Agreement:

In consideration of the mutual obligations and undertakings contained in the multi licensee deposit account software escrow agreement number 66884 dated _____ ("**Agreement**") between the Licensor and Escrow Agent, the parties to this agreement agree as follows:

- 1 This agreement is a Deposit Account Agreement (as defined in the Agreement).
- 2 This Deposit Account Agreement is supplemental to and governed by the terms and conditions of the Agreement.
- 3 This Deposit Account Agreement relates to the Escrow Material as defined in the Agreement and as described in Schedule 1 below.
- 4 Escrow Agent's fees are payable as set out in the Order Form.

Signed for and on behalf of Clear Ballot Group, Inc.

Name:
Position:
Date:
(Authorized Signatory)

Signed for and on behalf of NCC Group Escrow Associates, LLC

Name:
Position:
Date:
(Authorized Signatory)

Schedule 1

[Software Name]

Appendix 2

Registration Agreement

NOTE: A COPY OF THIS REGISTRATION AGREEMENT MUST BE DULY SIGNED BY AN AUTHORIZED SIGNATORY AND RETURNED TO ESCROW AGENT BEFORE A LICENSEE CAN CLAIM PROTECTION UNDER THE RELEVANT DEPOSIT ACCOUNT.

Agreement between:

- (1) Clear Ballot Group, Inc. whose principal office is at 7 Water St., Floor 7, Boston MA 02109 ("Licensor");
- (2) NCC Group Escrow Associates, LLC, a limited liability company organized and existing under the laws of Georgia with an office at 123 Mission Street, Suite 900, San Francisco, CA 94105 USA ("Escrow Agent"); and
- (3) Licensee's Name:
whose principal office is at

..... ("Licensee");

Agreement:

1. This registration agreement ("Registration Agreement") is supplemental to the terms and conditions of the multi licensee deposit account software escrow agreement number [Agreement#] dated ("Escrow Agreement") and the Deposit Account Agreement(s) (as defined in the Escrow Agreement) number(s) dated, both between Licensor and Escrow Agent.
2. This Registration Agreement, the Escrow Agreement and the relevant Deposit Account Agreement(s) together shall form a binding agreement between Licensor, Escrow Agent and Licensee in accordance with the terms of the Escrow Agreement.
3. Licensee hereby agrees to take the benefit of, agrees and undertakes to perform its obligations under and be bound by the terms and conditions of the Escrow Agreement, including the payment obligations defined below, as though they were a party to the Escrow Agreement and the Deposit Account Agreement and named therein as a Licensee.
4. Licensor and Licensee agree to compensate Escrow Agent for its services pursuant to this agreement according to the schedule following:

	DESCRIPTION	RATE	LICENSOR	LICENSEE
1	Annual Escrow Management Fee	\$	100%	Nil
2	Deposit Account Initial Fee	\$	100%	Nil
3	Licensee Registration Fee (per individual Licensee registered, payable upon registration and upon the escrow account's anniversary every year thereafter)	\$	Nil	100%
4	Scheduled Update Fee (3 rd and subsequent scheduled deposits in any one year, payable on completion of this Agreement and in advance of each anniversary thereafter)	\$	100%	Nil
5	Licensee Termination Fee	\$	Nil	100%
6	Release Fee (plus Escrow Agent's reasonable expenses)	\$	Nil	100%

5. This Registration Agreement shall take effect when Escrow Agent has registered Licensee as a party to the relevant Deposit Account Agreement.
6. The Release Events for the undersigned Licensee are as follows:
 - (i) a receiver, trustee, or similar officer is appointed for the business or property of Licensor; or
 - (ii) Licensor files a petition in bankruptcy, files a petition seeking any reorganization (without confirming immediately in writing to Licensee that it will continue to maintain the Software in accordance with the terms of the License Agreement or any applicable maintenance agreement), makes an arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors; or
 - (iii) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against Licensor and not stayed, enjoined, or discharged within 60 days; or
 - (iii) Licensor takes any corporate action authorizing any of the foregoing; or

- (iv) any similar or analogous proceedings or event to those in Clauses 6(i) to 6(iv) above occurs in respect of Licensor within any jurisdiction outside the USA; or
- (vi) Licensor ceases to carry on its business or the part of its business which relates to the Software; or
- (vii) Licensor or, where relevant, its agent, parent, subsidiary or associated company is in material breach of its obligations as to maintenance or modification of the Software under the License Agreement or any maintenance agreement entered into in connection with the Software and has failed to remedy such default notified by Licensee to Licensor within a reasonable period.

Signed for and on behalf of [Licenseename]

Name: |
Position: | (Authorized Signatory)
Date: |

Signed for and on behalf of Clear Ballot Group, Inc.

Name: |
Position: | (Authorized Signatory)
Date: |

Signed for and on behalf of NCC Group Escrow Associates, LLC

Name: |
Position: | (Authorized Signatory)
Date: |

Appendix 2**Registration Agreement**

NOTE: A COPY OF THIS REGISTRATION AGREEMENT MUST BE DULY SIGNED BY AN AUTHORIZED SIGNATORY AND RETURNED TO ESCROW AGENT BEFORE A LICENSEE CAN CLAIM PROTECTION UNDER THE RELEVANT DEPOSIT ACCOUNT.

Agreement between:

- (1) Clear Ballot Group, Inc. whose principal office is at 2 Oliver Street, Suite 2, Boston, MA 02109 ("**Licensor**");
- (2) NCC Group Escrow Associates, LLC, a limited liability company organized and existing under the laws of Georgia with an office at 11675 Rainwater Drive, 600 Northwinds, Suite 260, Alpharetta, GA 30009 ("**Escrow Agent**"); and
- (3) Colorado Department of State – Elections Division, whose principal office is at 1700 Broadway, Suite 200, Denver, CO 80290 ("**Licensee**");

Agreement:

1. This registration agreement ("**Registration Agreement**") is supplemental to the terms and conditions of the multi licensee deposit account software escrow agreement number 66884 dated April 14, 2017 ("**Escrow Agreement**") and the Deposit Account Agreement(s) (as defined in the Escrow Agreement) number(s) 71737 dated July 29, 2020, both between Licensor and Escrow Agent.
2. This Registration Agreement, the Escrow Agreement and the relevant Deposit Account Agreement(s) together shall form a binding agreement between Licensor, Escrow Agent and Licensee in accordance with the terms of the Escrow Agreement.
3. Licensee hereby agrees to take the benefit of, agrees and undertakes to perform its obligations under and be bound by the terms and conditions of the Escrow Agreement, including the payment obligations defined below, as though they were a party to the Escrow Agreement and the Deposit Account Agreement and named therein as a Licensee.
4. Licensor and Licensee agree to compensate Escrow Agent for its services pursuant to this agreement according to the schedule following:

	DESCRIPTION	RATE	LICENSOR	LICENSEE
1	Annual Escrow Management Fee	\$	100%	Nil
2	Deposit Account Initial Fee	\$	100%	Nil
3	Licensee Registration Fee (per individual Licensee registered, payable upon registration and upon the escrow account's anniversary every year thereafter)	\$820	100%	Nil

5. This Registration Agreement shall take effect when Escrow Agent has registered Licensee as a party to the relevant Deposit Account Agreement.
6. The Release Events for the undersigned Licensee are as follows:
 - (i) a receiver, trustee, or similar officer is appointed for the business or property of Licensor; or
 - (ii) Licensor files a petition in bankruptcy, files a petition seeking any reorganization (without confirming immediately in writing to Licensee that it will continue to maintain the Software in accordance with the terms of the License Agreement or any applicable maintenance agreement), makes an arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors; or
 - (iii) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against Licensor and not stayed, enjoined, or discharged within 60 days; or
 - (iv) Licensor takes any corporate action authorizing any of the foregoing; or
 - (v) any similar or analogous proceedings or event to those in Clauses 6(i) to 6(iv) above occurs in respect of Licensor within any jurisdiction outside the USA; or
 - (vi) Licensor ceases to carry on its business or the part of its business which relates to the Software; or
 - (vii) Licensor or, where relevant, its agent, parent, subsidiary or associated company is in material breach of its obligations as to maintenance or modification of the Software under the License Agreement or any maintenance agreement entered into in connection with the Software and has failed to remedy such default notified by Licensee to Licensor within a reasonable period.

Signed for and on behalf of Colorado Department of State – Elections Division

Name: JAN RAYOER *[Signature]*

Position: Deputy Secretary of State (Authorized Signatory)

Date: 9/15/20

Signed for and on behalf of Clear Ballot Group, Inc.

Name: Avin Bansal *Avin Bansal*

Position: Chief Financial Officer (Authorized Signatory)

Date: 9/8/2020

Signed for and on behalf of NCC Group Escrow Associates, LLC

Name: Mary English *Mary English*

Position: Head of operations (Authorized Signatory)

Date: 9/21/2020

DocuSigned by:

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Certificate Of Completion

Envelope Id: [REDACTED] Status: Completed

Subject: Please DocuSign: 71737 - LRA - Clear Ballot - Colorado - Final PDF - KR09022020_PARTIALLY EXECU...

Source Envelope:

Document Pages: 2 Signatures: 1 Envelope Originator:

Certificate Pages: 5 Initials: 0 Keegan Richerson

AutoNav: Enabled 48 W 25th St 4th Floor

Envelopeld Stamping: Enabled nil

Time Zone: (UTC-08:00) Pacific Time (US & Canada) New York, NY 10010

[REDACTED]

[REDACTED]

Record Tracking

Status: Original Holder: Keegan Richerson Location: DocuSign

9/21/2020 9:35:17 AM [REDACTED]

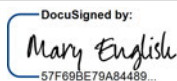
Signer Events

Mary English

Head of Operations

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 57F69BE79A84489...

Signature Adoption: Pre-selected Style

[REDACTED]

Timestamp

Sent: 9/21/2020 9:36:57 AM
 Viewed: 9/21/2020 9:49:02 AM
 Signed: 9/21/2020 9:52:43 AM

Electronic Record and Signature Disclosure:

Accepted: 9/21/2020 9:49:02 AM

ID: [REDACTED]

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Escrow Orders

NCC Group Escrow Associates, LLC

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 9/4/2020 10:16:45 AM

ID: [REDACTED]

Dalton Lane

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

COPIED

Sent: 9/21/2020 9:52:44 AM

COPIED

Sent: 9/21/2020 9:52:44 AM

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/21/2020 9:52:44 AM
Certified Delivered	Security Checked	9/21/2020 9:52:44 AM
Signing Complete	Security Checked	9/21/2020 9:52:44 AM
Completed	Security Checked	9/21/2020 9:52:44 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Appendix 2

Registration Agreement

NOTE: A COPY OF THIS REGISTRATION AGREEMENT MUST BE DULY SIGNED BY AN AUTHORIZED SIGNATORY AND RETURNED TO ESCROW AGENT BEFORE A LICENSEE CAN CLAIM PROTECTION UNDER THE RELEVANT DEPOSIT ACCOUNT.

Agreement between:

- (1) Clear Ballot Group, Inc. whose principal office is at 2 Oliver Street, Suite 2, Boston, MA 02109 ("**Licensor**");
- (2) NCC Group Escrow Associates, LLC, a limited liability company organized and existing under the laws of Georgia with an office at 11675 Rainwater Drive, 600 Northwinds, Suite 260, Alpharetta, GA 30009 ("**Escrow Agent**"); and
- (3) Colorado Department of State – Elections Division, whose principal office is at 1700 Broadway, Suite 200, Denver, CO 80290 ("**Licensee**");

Agreement:

1. This registration agreement ("**Registration Agreement**") is supplemental to the terms and conditions of the multi licensee deposit account software escrow agreement number 66884 dated April 14, 2017 ("**Escrow Agreement**") and the Deposit Account Agreement(s) (as defined in the Escrow Agreement) number(s) 71737 dated July 29, 2020, both between Licensor and Escrow Agent.
2. This Registration Agreement, the Escrow Agreement and the relevant Deposit Account Agreement(s) together shall form a binding agreement between Licensor, Escrow Agent and Licensee in accordance with the terms of the Escrow Agreement.
3. Licensee hereby agrees to take the benefit of, agrees and undertakes to perform its obligations under and be bound by the terms and conditions of the Escrow Agreement, including the payment obligations defined below, as though they were a party to the Escrow Agreement and the Deposit Account Agreement and named therein as a Licensee.
4. Licensor and Licensee agree to compensate Escrow Agent for its services pursuant to this agreement according to the schedule following:

	DESCRIPTION	RATE	LICENSOR	LICENSEE
1	Annual Escrow Management Fee	\$	100%	Nil
2	Deposit Account Initial Fee	\$	100%	Nil
3	Licensee Registration Fee (per individual Licensee registered, payable upon registration and upon the escrow account's anniversary every year thereafter)	\$820	100%	Nil

5. This Registration Agreement shall take effect when Escrow Agent has registered Licensee as a party to the relevant Deposit Account Agreement.
6. The Release Events for the undersigned Licensee are as follows:
 - (i) a receiver, trustee, or similar officer is appointed for the business or property of Licensor; or
 - (ii) Licensor files a petition in bankruptcy, files a petition seeking any reorganization (without confirming immediately in writing to Licensee that it will continue to maintain the Software in accordance with the terms of the License Agreement or any applicable maintenance agreement), makes an arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors; or
 - (iii) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against Licensor and not stayed, enjoined, or discharged within 60 days; or
 - (iv) Licensor takes any corporate action authorizing any of the foregoing; or
 - (v) any similar or analogous proceedings or event to those in Clauses 6(i) to 6(iv) above occurs in respect of Licensor within any jurisdiction outside the USA; or
 - (vi) Licensor ceases to carry on its business or the part of its business which relates to the Software; or
 - (vii) Licensor or, where relevant, its agent, parent, subsidiary or associated company is in material breach of its obligations as to maintenance or modification of the Software under the License Agreement or any maintenance agreement entered into in connection with the Software and has failed to remedy such default notified by Licensee to Licensor within a reasonable period.

Signed for and on behalf of Colorado Department of State – Elections Division

Name: |

Position: | (Authorized Signatory)

Date: |

Signed for and on behalf of Clear Ballot Group, Inc.

Name: Avin Bansal | *Avin Bansal*

Position: Chief Financial Officer | (Authorized Signatory)

Date: 9/8/2020 |

Signed for and on behalf of NCC Group Escrow Associates, LLC

Name: |

Position: | (Authorized Signatory)

Date: |

Appendix 2

Registration Agreement

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2. This Registration Agreement, the Escrow Agreement and the relevant Deposit Account Agreement(s) together shall form a binding agreement between Licensor, Escrow Agent and Licensee in accordance with the terms of the Escrow Agreement.
3. Licensee hereby agrees to take the benefit of, agrees and undertakes to perform its obligations under and be bound by the terms and conditions of the Escrow Agreement, including the payment obligations defined below, as though they were a party to the Escrow Agreement and the Deposit Account Agreement and named therein as a Licensee.
4. Licensor and Licensee agree to compensate Escrow Agent for its services pursuant to this agreement according to the schedule following:

	DESCRIPTION	RATE	LICENSOR	LICENSEE
1	Annual Escrow Management Fee	\$	100%	Nil
2	Deposit Account Initial Fee	\$	100%	Nil
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5. This Registration Agreement shall take effect when Escrow Agent has registered Licensee as a party to the relevant Deposit Account Agreement.
6. The Release Events for the undersigned Licensee are as follows:
 - (i) a receiver, trustee, or similar officer is appointed for the business or property of Licensor; or
 - (ii) Licensor files a petition in bankruptcy, files a petition seeking any reorganization (without confirming immediately in writing to Licensee that it will continue to maintain the Software in accordance with the terms of the License Agreement or any applicable maintenance agreement), makes an arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors; or
 - (iii) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against Licensor and not stayed, enjoined, or discharged within 60 days; or
 - (iv) Licensor takes any corporate action authorizing any of the foregoing; or
 - (v) any similar or analogous proceedings or event to those in Clauses 6(i) to 6(iv) above occurs in respect of Licensor within any jurisdiction outside the USA; or
 - (vi) Licensor ceases to carry on its business or the part of its business which relates to the Software; or
 - (vii) Licensor or, where relevant, its agent, parent, subsidiary or associated company is in material breach of its obligations as to maintenance or modification of the Software under the License Agreement or any maintenance agreement entered into in connection with the Software and has failed to remedy such default notified by Licensee to Licensor within a reasonable period.

Signed for and on behalf of Colorado Department of State – Elections Division

Name:

JAN RAYOER

[Handwritten Signature]

Position:

Deputy Secretary of State

(Authorized Signatory)

Date:

9/15/20

Signed for and on behalf of Clear Ballot Group, Inc.

Name:

Avin Bansal

Avin Bansal

Position:

Chief Financial Officer

(Authorized Signatory)

Date:

9/8/2020


Signed for and on behalf of NCC Group Escrow Associates, LLC

Name:

Position:

(Authorized Signatory)

Date:

From: US Codes uscodes@nccgroup.com 
Subject: Acknowledgement from NCC Group Escrow Associates, LLC Software Escrow Material Deposit
Date: August 7, 2020 at 12:49 PM
To: Winship, Gwenyth [REDACTED]

UC

Escrow Agreement Number: 66884

Deposit Account Number: [REDACTED]

Licensor: Clear Ballot Group, Inc

Software: ClearVote 2.1 / 2.1

To Whom it May Concern:

Clear Ballot Group, Inc has recently deposited escrow material for the above Deposit Account [REDACTED]

We hereby acknowledge safe receipt of the Escrow Material and can confirm it has been processed by our Media Check department. Please find a copy of the report attached.

From March 15th, 2020 all new deposits will be held in our secure cloud environment. For more information see <https://www.nccgroup.com/uk/our-services/software-escrow-and-verification/what-is-software-escrow/software-escrow-faqs/> or contact uscodes@nccgroup.com.

US Codes

NCC Group

, ,

Telephone:

Mobile:

Website: www.nccgroup.com

Twitter: [@NCCGroupplc](https://twitter.com/NCCGroupplc)



This email is sent for and on behalf of NCC Group. NCC Group is the trading name of NCC Services Limited (Registered in England CRN: 2802141). The ultimate holding company is NCC Group plc (Registered in England CRN: 4627044). This email may be confidential and/or legally privileged.



IT2020-113382.
pdf

ClearVote 2.1 – Clear Ballot Certification Affidavit

Colorado Election Rule 21.10.3 - The voting system provider must sign a sworn affidavit that the election management software in escrow is the same as the election management software used in its voting systems in this state.

Clear Ballot confirms that it placed the ClearVote 2.1 software and supporting documentation into escrow with NCC Group on August 4, 2020.

Contained within escrow is the same material that was temporarily certified for the duration of one year by the Colorado Deputy Secretary of State on July 31, 2020. This includes the ClearVote 2.1 system components:

ClearDesign 2.1.0
ClearAccess 2.1.0
ClearCount 2.1.3

As of the state's completed installation of the ClearVote 2.1 Trusted Build on ClearVote voting system equipment resident in Garfield and Douglas Counties by August 28, 2020, Clear Ballot confirms that the election management software placed in escrow is the identical election management software used in the state of Colorado.

The document(s) supplied with this Affidavit offer proof of the account submission. Please refer to the attachment(s):

Escrow Live Notification for 71737...
Acknowledgement from NCC Group Associates...

I, the undersigned, affirm that I am an authorized representative of Clear Ballot, and that I am empowered by Clear Ballot to execute this affidavit on the manufacturer's behalf. Furthermore, I affirm that the information relayed above is accurate and truthful. I understand that failure to abide by the Terms and Conditions of the rest of Colorado Election Rule 21.10 may result in the revocation of this temporary certification.

Signature:



Name (printed):

Keir Holeman
VP of Technical Services

Date:

08.12.2020

Manufacturer Name:

Clear Ballot Group, Inc

Manufacturer Address:

2 Oliver Street
Boston, MA 02109



Clear Ballot Group, Inc.
Registered Voting Systems Vendor
2 Oliver Street, Floor 2
Boston, MA 02109

August 12, 2020

Jessi Romero
Voting Systems Manager
Elections Division | Department of State
1700 Broadway, Suite 200
Denver, CO 80290

ClearVote 2.1 – Post-Certification Escrow Procedure

Jessi,

In accordance with the stipulations of Colorado's Election Rule 21.10.6, the voting system manufacturer is required, post-certification, to supply the state with a cover letter that explains the artifacts placed in escrow – specifically including information on the voting system provider, address and pertinent contact information, as well as software and hardware versions.

Please refer to the address at the header of this letter, and my contact information below for this information. The attachments supplied with this cover letter also provide pertinent insight on escrowed ClearVote 2.1 artifacts that meet Election Rule 21.10. These attachments include:

- *CBG Affidavit Escrow CV2.1*
- *FW Escrow Live Notification for 71737 - Upload Successful*
- *Acknowledgement from NCC Group Escrow Associates LLC Software Escrow Material Deposit*

Lastly, **in order to finalize this escrow account**, a representative of the Colorado Elections Division needs to be added to a Standard Beneficiary Agreement for Account 71737 (ClearVote 2.1). NCC Group requires that you provide: **Legal Entity Name, Main Address, Finance Contact, Main Contact**. The resulting form can then be tailored to the expectations of the Elections Division.

Thank you,

A handwritten signature in black ink, appearing to read 'Gwenth Winship'.

Gwenth Winship
State Certification Manager

(603) 714-4593

Signed for and on behalf of Colorado Department of State – Elections Division

Name:

JAN RAYOER

[Handwritten Signature]

Position:

Deputy Secretary of State

(Authorized Signatory)

Date:

9/15/20

Signed for and on behalf of Clear Ballot Group, Inc.

Name:

Avin Bansal

Avin Bansal

Position:

Chief Financial Officer

(Authorized Signatory)

Date:

9/8/2020

Signed for and on behalf of NCC Group Escrow Associates, LLC

Name:

Position:

(Authorized Signatory)

Date: