

Dec 6. 2021
Kensington
Selectman Meeting

Cover Letter introducing;

Citizen's Report to the town of Kensington on Voter Trust & Integrity (of Dec. 3, 2021)

To the residents of Kensington;

I have researched and produced this information with no bias, ill will or intentions, toward any town official, or citizen.

I am not here to prosecute or impugn anyone's reputation or actions, other than to share with my fellow citizens what I have learned from this review.

I am respectfully requesting after said review the Selectman, Town Clerk, and Moderator will find it in the towns best interest to now join me in requesting at the annual town meeting" to add a warrant article, to return back to our civic duty and 250 year old tradition, *to again hand count election -voting ballots!*

Also I believe there are concerns surrounding our apparent purchase of the Accuvote Counting Machine in 2014 . Combined with the apparent lack of state and or town controls, over audits, protocols – procedures and questions raised could possibly put the town in jeopardy.

I respectfully request that this report and exhibits be made available to all residents of Kensington on the town web site, report, and or hard copy as a "91a. Right to Know." So that all can become informed and involved in our most honored, sovereign, civic duty and civil right as an American to VOTE, in a free and fair election process.

Please let's work together to restore the trust & integrity of our most precious right, that so many have paid the ultimate sacrifice for.

Al Brandano

Kensington, NH

• Report Enclosed of Dec 3, 2021

Citizen's Report to the town of Kensington on Voter Trust & Integrity

Report of Dec. 3, 2021

Dear: Fellow Kensington Voters, Selectman, Town Moderator and Town Clerk

Regardless of political party, philosophy or ideas, one thing is abundantly clear in America today. If we cannot believe in or trust, or simply have doubts in our electoral - voting process we have **lost the essence & foundation of our democracy.**

***Majority of Americans Don't Trust Elections**, Poll Finds Of 32 countries included in the poll, the U.S. falls third to last when it comes to confidence in elections. By Alexa Lardieri Feb. 13, 2020, at 11:18 a.m. US News Report

On Nov. 15th I attended the Kensington's Selectman meeting in a good faith effort to bring us all together to address Voter Trust & Integrity. (Recently amplified by the Nh Dept Of Justice - SB43 Windham NH audit - (Exhibit 9). My goal was to return Kensington to our 250 year old tradition of civic duty - in hand counting our paper ballots, starting in the next election cycle. I came to this conclusion after much research along with professional and courteous assistance from our Town Clerk, and Attorney. (via "Right to Know Laws", contracts, and our AccuVote counting device Activity Logs.)

Research: Kensington like most NH towns uses a Diebold optical scanner, implicitly placing their trust in a third-party company, called LHS Associates, based in Salem, NH, to safeguard their voters' sovereignty. This means the town trusts LHS Associates, without reservation, to program their voting machine's microchip and memory card source code at each election. This trust is total because there is ***no demonstrated oversight, nor any state or town audits*** to ensure that our sacred voting rights are secure at this third-party company. The Diebold machine being used by the town appears to have been purchased through LHS. They also hold the service contract operating in the State of New Hampshire, without apparent state government oversight. (See. Nov 15 & 23rd ,2021 Right to Know - chain of custody information below from NH DOJ and NH Sec. Of State * (Exhibits 1-2)

*In May 2010, Dominion acquired [Premier Election Solutions](#) (formerly Diebold Election Systems, Inc.) from [Election Systems & Software](#) (ES&S).

Matter of Trust

I believe in and trust my fellow citizens of Kensington; to hand count the paper ballot votes, to protect our sovereignty *until such time as these urgent questions* brought to light from The Nh. Sec .Of State Audit NHB43 within our state, as well as my recent cursory review of shortfalls in Kensington *local records. (*ref: AccuVote Activity Logs indicate chain of custody, witness, unreadable signatures, and other potential issues)

Nov. 15 selectman meeting Selectman Gustafson supported a return to paper ballots for at least the next election. Like our neighboring town in South Hampton and nearly 30% of Nh. towns, hand counting ballots, has been our custom and civic duty for nearly 250 years.(Note: Final certification of the Windham ballots *were certified by HAND COUNT!*)

Supporting exhibits will show there is an unconscionable lack of any in-depth, ongoing, enforceable recordable controls or certified audits of software security/testing or chain of custody requirements by any of the following agencies;

- 1.) State of NH, Dept of Justice
- 2.) NH. Sec. of State
- 3.) Town of Kensington

Serious procedures and policy questions need to be addressed by State of Nh *Exhibit 1-2-3

- a.)* Chain of Custody requirements for Memory Cards and Micro chips – (beyond Town Clerk)
 - b.) Independent measured controls vs Variable (Accuvote) testing.
(beyond what LHS provides the town)
- c.) Lack of any software security/ review or defined –ongoing - or certified town or state audits.
Last addressed; on April 9, 2010 by the Sec. Of State in security measures

Procedurally in Kensington (2019-2021 records reviewed) ^Examples ... Exhibit 4 a-b-c

- 1.) Accuvote Activity Logs fail to consistently meet standards for at least #2 identifiable Citizen
Witness Signatures
*Ref: Question Conflicts; *Should Town Clerk/Moderator be authorized to sign off as a witness?*
- 2.) Identity of LHS employees and or agents that service our Accuvote scanner in numerous occasions' unreadable (No ID #)
- 3.) On Numerous occasions failure to certify and fully outline scope of work (maintenance) completed by LHS employee or agent on the Accuvote scanner.
- 4.) Unable to determine if the Kensington Machine meets the last known April 9, 2010 NH Sec. of State security measures.
 - 5.) It appears Kensington purchased the Accuvote machine from LHS in NH.
Clarification: ESS/Dominion transferred purchase to LHS for final sale. Exhibit 5 -7

****This April 9, 2010 document closes the loop in my review. This document leads to the creation of the SOS activity logs and the three signature requirements. This is the document that spells out the only chain of custody rules for the "counting device" and memory card. What's more, these rules are limited to when the chips and cards are in the possession of the town clerks. There is no equivalent chain of custody rules for the counting devices (microchips) and memory cards, once they leave the town clerks possession and fall into the hands of the LHS maintenance technicians.**

The Remedy - Our Civic Duty:

With your help and assistance of our Kensington elected officers whose sworn duties to uphold the NH Constitution - Kensington will be one of the 1st towns in New Hampshire to proactively restore and safeguard its sovereignty by banning our Accuvote machine which is clearly compromised by an unacceptable and intolerable lack of checks and balances, audits, or controls by state or local officials.

**.) Informational: See independent voting analysis - with Census data... Exhibits 8 a-b-c-d
108% of registered eligible voters in Kensington voted in the 2020 Nov. election*

In closing; the townspeople of Kensington have spent \$21,869 (on -going) for a counting machine with exposed weakness and vulnerabilities in its current system and process.

This is unacceptable!

I trust my fellow Kensington citizens to protect our sacred voting rights, sovereignty and civil rights over an unnamed contractor's like LHS/EES or Dominion employee - agent or software, with no serious ongoing 3rd party certified audits, controls or oversight!

Pursuant to NH R.S.A. 39.3 I am submitting an application to see if the town will vote in the annual meeting to ban the use of voting machines in local, state and federal elections.

Please, let's work together to restore the trust & integrity in our voting process, as well as to honor those who gave their lives in service to our country to protect it.

Al Brandano

Kensington, Nh.

***Note Ref: NHRSA 39.3**

I am switching from requesting a special town meeting to annual meeting to save the town any additional expense.

Attached supporting exhibits;

- * 1) New Hampshire Department of Justice and Sec of State - Right to Know Doc. Nov 15 2021
- *2) New Hampshire Department of Justice - Voting Division - Right to Know Doc. Nov 23 2021
- *3) Sec of State document April 09, 2010 - Creation of the Sec. Of State Activity Logs
- *4 a > c) Samples of review issues of Activity Logs - for Kensington Accuvote machine for last 2 years.
- *5) LHS service agreement to the town of Kensington - Accuvote counting machine
- *6) LHS /ESS Kensington Purchase/ Lease/ License.
- *7) LHS Billing Invoice
- *8 a > d) Kensington Resident Voting Report - NH Voter Age distribution - Census data. -(Point of interest)
- *9) NH SB43 Sec. Of State Audit for Windham, Nh.

<https://www.do.jnh.gov/sb43/documents/20210713-sb43-forensic-audit-report.pdf>

NEW HAMPSHIRE
DEPARTMENT OF STATE

William M. Gardner
Secretary of State



Robert P. Ambrose
Senior Deputy Secretary of State

David M. Scanlan
Deputy Secretary of State

November 23, 2021

Mr. Al Brandano
2 West School Road
Kensington, NH 03833

Via e-mail: albrand19@rocketmail.com

Dear Mr. Brandano:

The Secretary of State's Office has received your Right-to-Know law request for:

"All Documents and correspondents written and otherwise that specifically and fully outlines the procedure that LHS Associates follows to maintain the chain of custody for each micro-chip and memory card that it reprograms during an election for AccuVote Machines/ counting devices."

We have completed a search of our records and we possess no responsive governmental records. While not directly responsive, we are attaching the Ballot Law Commission order of April 9, 2010, which approved and set conditions for use of the Accuvote ballot counting device. This completes our response to your Right-to-Know law request.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Orville B. Fitch II".

Orville B. Fitch II
Elections Legal Counsel, Assistant Secretary of State
Secretary of State's Office
State House Room 204
107 N. Main St.
Concord, New Hampshire 03301
Bud.Fitch@sos.nh.gov
(603) 271-5335

State House Room 204, 107 N. Main St., Concord, NH 03301
Phone: 603-271-3242 Fax: 603-271-6316
TDD Access: Relay NH 1-800-735-2964
www.sos.nh.gov email: elections@sos.nh.gov

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**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOHN M. FORMELLA
ATTORNEY GENERAL



JANE E. YOUNG
DEPUTY ATTORNEY GENERAL

November 15, 2021

SENT BY EMAIL ONLY

Al Brandano
Albrand19@rocketmail.com

Re: November 12, 2021, Right to Know re LHS procedure for chain of
custody of memory cards

Dear Mr. Brandano:

We have completed our search for and review of records regard to your request
under New Hampshire RSA 91-A for:

“All documents and correspondents (sic) written and otherwise that specifically
and fully outlines the procedures that LHS Associates follows to maintain the
chain of custody for each micro-chip and memory card that it reprograms during
an election for AccuVote Machines/counting devices.”

Please be advised that we have determined that this department does not have any
records that are responsive to your request.

Sincerely,

/s/ Myles Matteson
Myles B. Matteson
Deputy General Counsel
Election Law Unit
(603) 271-1119
myles.b.matteson@doj.nh.gov



New Hampshire Secretary of State

Accuvote – OS Precinct Count Electronic Ballot Counting Device

Security Measures to Implement

April 9, 2010 Ballot Law Commission Order

Form 1.0, 05-10-2010

I. Pursuant to RSA 656:41, the New Hampshire Ballot Law Commission, on April 9, 2010, voted to:

- 1. Re-approve the Accuvote-OS Precinct count electronic ballot counting device hardware models A (which includes Global Election Systems, Inc. model), B, C, and D, with visible light read heads, removed modems and disabled serial port.**
- 2. Rescind approval of the AccuVote-OS Precinct Count 1.94w firmware chip and approve the AccuVote-OS Precinct Count 1.96.13 firmware chip and the accompanying election programming software, with the condition that the election programming software cannot be used to accumulate official election results for more than one machine.**

II. In order to carry out this order, the Department of State has established the following procedures:

- 1) Verify the presence of the town or city clerk, a trained maintenance representative, and two registered voters from the same town or city who shall serve as witnesses.**

- 2) Confirm presence of the AccuVote electronic ballot counting device to be used in future elections, as well as a blank activity log and an electronic ballot counting device Security Upgrade Form. Both the Activity Log and the Security Upgrade Form shall be provided by the Department of State.
- 3) Unseal the carrying case of the electronic ballot counting device and record the breaking of the seal in the activity log contained in the outside pocket of the canvas bag.
- 4) Turn on the counting device. From the back of the machine, look into the opening where the ballot, when fed, comes out. If there is an orange/red light, it is a visible light (lucid) read head. Record on the Security Upgrade form whether the counting device uses visible light read heads.
- 5) Remove tape seal on ports and record the removal in activity log.
- 6) Record on the Security Upgrade Form the serial number and the model - A [Global Election Systems], B, C, or D.
- 7) Break and remove the tape seals on the front and the back of the hard shell housing and record the removal in the activity log.
- 8) Remove hard shell housing screws and open the housing.
- 9) Verify the 1.94w chip is in ROM A position and remove the chip.
- 10) Verify presence of the PC release 1.96.13 chip A and 1.96.13 chip B.
- 11) Insert PC release 1.96.13 chip A in ROM A position.
- 12) Insert PC release 1.96.13 chip B in EXP ROM B position.
- 13) If a modem is present, disconnect the two telephone cables from the modem.
- 14) Disconnect the modem power cord from P2 position on the mother board.
- 15) Disconnect the modem communication cable from P16 position on the mother board and remove the modem with the communication cable and power cord still connected to the modem.
- 16) Cut each of the two telephone cables as close to the back of the external connector as possible.
- 17) Disconnect the communication port ribbon cable from P10 position on the mother board.
- 18) Cut the communication port ribbon cable as close to the back of the external connector as possible, and remove it.
- 19) Remove all pins from the external communication port.
- 20) Trained maintenance representative performs routine maintenance on the machine.
- 21) Close hard shell housing and verify diagnostic test of the 1.96.13 chip set is successful. Vendor may now perform diagnostics. Attach diagnostic printout to Security Upgrade Form and insert both forms in the outside pocket of the canvas bag.
- 22) Replace hard shell housing screws and apply tape seals on front and back of housing and record the application in activity log.
- 23) Insert counting device in carrying case, replace security seal on the carrying case, and record the seal in the activity log, and insert the activity log in the outside pocket of the canvas bag.
- 24) Confirm that canvas bag of counting device has a tag that indicates the serial number of the counting device inside.

State of New Hampshire
 SOS Electronic Ballot Counting Device Activity Log
 City/Town of Keenington Ward ()


Canvas Bag
 EBCD Serial Number 35752
 Model - Circle One
 A-Global B C D

Date	Check One ✓		Wire Seal Number	Reason	Signature
	Installed	Removed			
6/30/2020		✓	720299		Carol Beard Mitchell Witness #1 [Redacted]
6/30/2020		✓	720299	LNS Insert	[Redacted] Witness #1 Carol Beard Mitchell Witness #2 [Redacted]
6/30/2020	✓		720299	LNS Insert	[Redacted] Witness #1 Carol Beard Mitchell Witness #2 [Redacted]
9/2/2020		✓	720279		Carol Beard Mitchell Witness #1 [Redacted] Witness #2 [Redacted]
9/3/20			720274	seal done by Cemiloz	[Redacted] Witness #1 [Redacted] Witness #2 [Redacted]

Each time a seal is [Redacted] the person responsible for the process, must date, check the install box, list the seal number, state the reason and sign in the presence of two witnesses who also shall sign the log.
 Each time a seal is [Redacted] the person responsible for the process, must date, check the remove box, list the seal number, state the reason and sign in the presence of two witnesses who also shall sign the log.

State of New Hampshire
SOS Electronic Ballot Counting Device Activity Log

City/Town of _____ Ward () _____

<input checked="" type="checkbox"/> Memory Card Slot	EBCD Serial Number _____ Model - Circle One <input checked="" type="checkbox"/> A-Global <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D	
--	---	---

Date	Check One <input checked="" type="checkbox"/>		Wire Seal	Reason	Signature
	Installed	Removed	Number		
			720098		
			Memory Card #	Witness #1	
			-----	Witness #2	
6/30/2020		<input checked="" type="checkbox"/>	720078	LHS maint	<i>[Signature]</i>
			Memory Card #	Witness #1	Carole Bens Wetherell
			-----	Witness #2	
6/30/2020	<input checked="" type="checkbox"/>		720092	LHS maint	<i>[Signature]</i>
			Memory Card #	Witness #1	Carole Bens Wetherell
			-----	Witness #2	
		<input checked="" type="checkbox"/>	Memory Card #	Witness #1	<i>[Signature]</i>
			720292	Witness #2	
9/3/20	<input checked="" type="checkbox"/>		Memory Card #	WOTING PRPT OF CARD - SCRAM	<i>[Signature]</i>
			720295	Witness #1	
			720298	Witness #2	<i>[Signature]</i>
		<input checked="" type="checkbox"/>	720298	Electron issue	<i>[Signature]</i>

Each time a seal is _____ the person responsible for the process, must date, check the seal box, list the seal number, state the reason and sign in the presence of two witnesses who also shall sign the log.

Each time a seal is _____ the person responsible for the process, must date, check the remove box, list the seal number, state the reason and sign in the presence of two witnesses who also shall sign the log.

State of New Hampshire
SOS Electronic Ballot Counting Device Activity Log

City/Town of Kensington Ward ()

Counting Device

EBCD Serial Number 15752
Model - Circle One
A-Global B C D



Date	Check One		Type Seal			Reason	Signature
	Installed	Removed	Number	Location - Circle One			
6/14/21	✓		1133, 853	Front		CHS	<i>[Signature]</i>
				Rear	Parts	Witness #2	
6/14/21	✓		1133, 853	Front		CHS	<i>[Signature]</i>
				Rear	Parts	Witness #2	
6/14/21	✓		1133, 854	Front		CHS	<i>[Signature]</i>
				Rear	Parts	Witness #2	
				Location - Circle One		Witness #1	
				Front	Rear	Parts	Witness #2
				Location - Circle One		Witness #1	
				Front	Rear	Parts	Witness #2

Each time a seal is [redacted], the person responsible for the process, must date, check the installation, list the seal number, state the reason and sign in the presence of two witnesses who also shall sign the log.

Each time a seal is [redacted], the person responsible for the process, must date, check the removal, list the seal number, state the reason and sign in the presence of two witnesses who also shall sign the log.

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RECEIVED
01/11/2017

January 11, 2017

Ms. Dawn Frost
Town Clerk
243 Amesbury Road Unit # 6

Kensington NH 03833

Dear; Ms. Dawn Frost

After reviewing our records, it has come to our attention that the warranty period for your voting tabulator(s) will expire on October 31, 2016 . I've taken the liberty of enclosing a 12 Month Maintenance Agreement to start November 1, 2016 .

This Maintenance Agreement is an extended warranty that guarantees that we will fix or repair your voting tabulator(s), non consumable parts and labor included. It also provides for one(1) Preventative Maintenance visit during the year to clean, test and insure that they are in good working order. The cost for this service is **\$225.00 / annually.**

If this is agreeable to you, Please sign the enclosed agreement and return it to:

LHS Associates Inc.
Attn: Joel Bergeron
10 Manor Parkway Unit B
Salem, NH. 03079

You will be sent an invoice at that time. If you should have any questions or would like to discuss this further, feel free to call me toll-free at 1-888-547-8683 ext. 513.

Sincerely,

Joel Bergeron
Manager

Enclosure

Exhibit "A"

Page 1

Jurisdiction -

Kensington Town Hall

NH

January 11, 2017

Ms. Dawn Frost
Town Clerk
243 Amesbury Road Unit # 6

Kensington

NH 03833

<u>Type Of Units -</u>	ACCUVOTE
<u>Number Of Units -</u>	1
<u>Billing Amount -</u>	\$225.00
<u>Effective Date -</u>	11/01/2016
<u>Length Of Agreement -</u>	12 Months

Exhibit "A"

Page 2

Kensington Town Hall

NH

CUST # - 111120

January 11, 2017

<u>Serial #</u>	<u>Precinct</u>	<u>Purchase Date</u>	<u>Battery Date</u>	<u>1</u>
35752	1	11/04/2014	07/30/2015	



LHS Associates, Inc.
10 Manor Parkway
Salem, New Hampshire 03079

Phone 1 888 547 8683
Fax 1.603.212.0028

This Hardware Maintenance Agreement (the "Agreement") is made and entered into this 1st day of November, 2016 by and between LHS Associates Inc. a Massachusetts corporation, having a principal place of business at 10 Manor Parkway, Salem, New Hampshire 03079 ("LHS") and the town of Kensington, a New Hampshire Municipality, having a principal place of business at 243 Amesbury Road Unit #6, Kensington, NH. 03833 ("Customer"). In consideration of the mutual covenants herein contained, the parties hereby agree as follows:

1. TERM AND TERMINATION.

This Agreement shall become effective with regard to the equipment and other products described in Exhibit A attached hereto (the "Products") on November 1st, 2016. This Agreement may be terminated by the parties as follows: (i) immediately upon delivery of written notice by LHS of its intent to terminate, if Customer shall assign, delegate or otherwise transfer the Agreement or any of its rights or obligations under this Agreement, (ii) by either party, if that party delivers written notice to the other party that the other party is in breach of this Agreement and such breach continues unrectified for forty-five (45) days after delivery of the notice; or (iii) by either party, if a party delivers written notice to the other party that an assignment has been made of the business of the other party for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of the property of the other party, or the other party is adjudged a bankrupt, provided such assignment, appointment of judgment is not remedied or reversed within twenty (20) days of delivery of the notice, or (iv) by either party, upon notice to the other party within thirty (30) days of expiration of this Agreement.

2. INSPECTION.

LHS shall have the right to inspect any Products before LHS' obligations under this Agreement with respect to any Products shall begin, if such Products are not covered by an agreement that is in force. LHS may perform such adjustments and repairs as it deems reasonable and necessary to place any Products in good working condition. If LHS determines, in its sole discretion that any Product cannot be placed in good working condition, then LHS may exclude such Products from this agreement.

3. PRICE AND PAYMENTS.

In consideration for this Agreement, Customer shall pay LHS the sums described below.

- A. An amount equal to the aggregate of the initial maintenance fees on the Products as set forth in Exhibit A.
- B. Any fees or expenses invoiced to Customer by LHS pursuant to Section 2.

4. RESPONSIBILITIES OF LHS.

Subject to the provisions of paragraphs 6 & 7, LHS shall maintain all Products covered by this Agreement (Exhibit A) in good working condition for the purpose of which the Product was manufactured. LHS shall supply all parts necessary to maintain Products in good working condition, free of charge. All parts supplied by LHS shall be standard parts, and shall be substituted and exchanged for the old parts which shall become the property of LHS. An employee or agent of LHS shall make one preventive maintenance inspection of the Product during the term of this agreement at the Customer's facility on a date set by LHS, without charge to the Customer, for the purpose of inspecting the Products and providing routine maintenance of the Products. LHS shall bear no shipping or delivery costs to or from the Customer's facility.

1. RESPONSIBILITIES OF CUSTOMER.

- A. Customer shall provide LHS access to the Products to perform any maintenance services required.
- B. If maintenance is performed at the Customer's facility, Customer shall provide LHS with adequate working space and storage. Such working space and storage space shall be within a reasonable distance from the Products, and shall be provided to LHS by Customer at no charge.
- C. If LHS so requests, Customer shall record, in reasonable detail, operating information relating to Products. Such records shall be adequate to show the operating history of Products, including any history of malfunctions.

6. EXCLUDED SERVICES.

This Agreement does not require LHS to repair, replace or re-ink (i) ribbons, batteries or other supplies which need repair, replacement or re-inking as a result of normal wear and tear, (ii) Products which have been repaired, altered or transported by person other than those expressly approved in writing by LHS, (iii) Products from which the serial numbers have been removed, defaced or changed, (iv) Products damaged as a result of accident, disaster, theft, vandalism, neglect, abuse, use of any Product of a purpose other than a purpose for which it is designed or use not in accordance with instructions furnished by LHS, (v) Products which have been subjected to physical, mechanical or electrical design alteration or any conversion by persons other than those expressly approved in writing by LHS, (vi) Products used by any person other than Customer's employees, or persons under Customer's direct supervision, or (vii) Equipment that in LHS' reasonable opinion cannot be repaired to a maintainable condition.

7. CUSTOMER'S REMEDIES.

If LHS breaches this Agreement in any manner, Customer's exclusive remedy shall be the further adjustment, repair or maintenance of the Products until the Products are in good working condition. Customer acknowledges that it has sole control over the Products. Accordingly, LHS shall not be liable to Customer for damages in any way related to or connected with results obtained from or otherwise contributed to by the Products. LHS' liability for any losses or damages of any nature except for personal injury, whether direct, indirect or incidental, arising from its performance of this Agreement, shall be limited to the aggregate amount of the fees paid by Customer to LHS pursuant to this Agreement. LHS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, BUT NOT LIMITED TO, LOSS OF ANTICIPATED REVENUES OR PROFITS, OR FOR ANY CLAIM OR DAMAGE AGAINST CUSTOMER BY ANY THIRD PARTY, IN CONNECTION WITH OR ARISING OUT OF LHS' PERFORMANCE UNDER THIS AGREEMENT.

8. MISCELLANEOUS.

A. FORCE MAJEURE.

LHS or Customer shall be excused from performance hereunder for any period LHS or Customer is prevented from performing their obligations hereunder in whole or in part as a result of an act of God, war, civil disturbance, court order, labor dispute or other cause beyond its reasonable control. In addition, such nonperformance shall not be a ground for termination or default.

B. WAIVER.

Any waiver by either party of any provision of this Agreement must be in writing, and shall not imply subsequent waiver of that or any other provision.

C. NOTICES.

Except as otherwise noted in this Agreement, any notice, demand or request or other communication required to be given by either party to the other party pursuant to this Agreement shall be in writing and shall be mailed by first class, registered or certified mail, return receipt requested, or transmitted by hand delivery, telegram or telex, to the appropriate addresses first set forth above, or to such other address as either party may hereinafter substitute by written notice given in the manner prescribed in this paragraph. Notice shall be deemed given three (3) days after mailed, or at such time as it is actually delivered to the addressee or such attempted delivery is refused by the addressee.

D. COMPLETE AGREEMENT.

This Agreement, including the attached exhibits, embodies the entire contractual Agreement of the parties with respect to the subject matter hereof. This Agreement cannot be modified except by written agreement signed by all parties hereto.

E. ASSIGNMENT.

Customer may not, without LHS' prior written consent, assign or otherwise transfer this Agreement, or any of Customer's rights or obligations under this Agreement, to a third party. LHS shall have the right to subcontract the performance of all services specified in the Agreement to a third party.

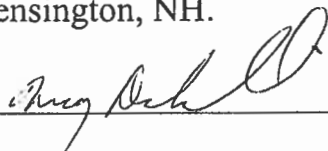
F. GOVERNING LAW.

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

LHS Associates, Inc.

Kensington, NH.

By: Joel Bergeron

By: 

Its: Manager

Its: Secretary

Date: 1/11/2017

Date: 2/6/2017

LHS ASSOCIATES INC.

10 MANOR PARKWAY
SALEM, NH 03079
USA

INVOICE

Invoice Number: 44677
Invoice Date: Jul 30, 2014
Page: 1



Voice: 978-683-0777
Fax: 603-212-0028

Bill To:
TOWN OF KENSINGTON NH TOWN CLERK 243 AMESBURY RD UNIT#6 KENSINGTON, NH 03823

Ship to:
TOWN OF KENSINGTON NH TOWN CLERK 243 AMESBURY RD UNIT#6 KENSINGTON, NH 03823

Customer ID	Customer PO	Payment Terms	
111120		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		8/29/14

Quantity	Item	Description	Unit Price	Amount
1.00	E80-40	ACCUVOTE BUNDLE 2 YR	1,595.0000	1,595.00
1.00	E99-99	SHIPPING AND HANDLING	125.0000	125.00
<p>Point of Clarification by Town Clerk Sarah Wiggen - E mail Dec 3, 2021 Dominion / Es&S was unable to execute contract in NH. Purchase agreement was transferred to LHS for Kensington Town Purchase. Not sure if there is any additional contract that goes with this invoice. - Al B</p>				
Subtotal				1,720.00
Sales Tax				
Total Invoice Amount				1,720.00
Payment/Credit Applied				
TOTAL				1,720.00

Check/Credit Memo No:



11208 JOHN GALT BLVD
 OMAHA, NE 68137-2364
 (402) 593-0101

Sales Order Agreement

Customer P.O. #: _____

1st Election Date: To be Agreed Upon by the Parties

Estimated Delivery Date: To be Agreed Upon by the Parties

Phone Number: (603) 772-5423

Fax Number: N/A

Customer Contact, Title: Lynne Bonitatibus

County Name Town of Kensington, New Hampshire

Type of Sale: NEW
 Type of Equip: NEW REFURBISHED

Bill To: _____
Town of Kensington, New Hampshire
Lynne Bonitatibus
95 Amesbury Road
Kensington, NH 03833


Ship To: _____
Town of Kensington, New Hampshire
Lynne Bonitatibus
243 Amesbury Road Unit #6
Kensington, NH 03833

Item	Description	Qty	Price	Total
1	AccuVote OS Precinct Scanner with Modem, Plastic Ballot Box, Soft-Sided Carrying Case (Includes: Phone Cord, Power Cord, and Keys), and Memory Card	1	\$1,595.00	\$1,595.00
2	Shipping and Handling			\$125.00
				Order Subtotal \$ 1,720.00
				Discount \$ -
				Order Total \$ 1,720.00

Freight Billable: yes no

Todd Urosevich
 Regional Sales Manager

 V.P. of Finance Date 7/16/14


 Customer Signature Date 7/7/14

 Title

Special Notes :	
Payment Terms	100% of Order Total Due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S Invoice. Note: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.
Warranty Period (Years):	One (1) Year After Equipment Delivery
Hardware Maintenance and Software License and Support Services (Post-Warranty Period) The terms, conditions, and pricing for the Hardware Maintenance and Software License and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.	

GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment and ES&S Software described on the reverse side. The payment terms for the ES&S Equipment and ES&S Software are set forth on the reverse side. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the reverse side for the ES&S Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.
2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time employees to use the ES&S Software, described on the reverse side, and ES&S' firmware, which is delivered as part of the ES&S Equipment ("ES&S Firmware"), and related Documentation in the Jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual Software and Firmware License and Maintenance Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software and ES&S Firmware (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in Customer's jurisdiction. The licenses granted in this Section 2 do not permit Customer to access or in any way use the source code for the ES&S Software or ES&S Firmware.
3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software, ES&S Firmware or the Documentation:
 - a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software or ES&S Firmware;
 - b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software, ES&S Firmware or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or
 - c. Cause or permit any change to be made to the ES&S Software or ES&S Firmware without ES&S' prior written consent; or
 - d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the Software in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.
4. **Term of Licenses.** The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a one-year period (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the reverse side. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.
5. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) deliver the Updates to the Customer, (ii) train Customer on Updates, if such training is requested by Customer, (iii) install the Updates or (iv) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. Customer shall pay ES&S for any Update which is required due to a change in state or local law.
6. **Delivery; Risk of Loss.** The Estimated Delivery Dates set forth on the reverse side are merely estimates and may be revised by ES&S because of delays in executing this Agreement, changes requested by Customer and other events. ES&S will notify Customer of revisions to the Estimated Delivery Dates as soon as ES&S becomes aware of such revisions. Risk of loss for the Equipment and Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the Equipment and Software and shall name ES&S as an additional Insured thereunder until all amounts payable to ES&S under this Agreement have been paid by Customer.
7. **Warranty.**
 - a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a 1-year period (the "Warranty Period"), it will repair or replace any component of the Equipment or Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. Any repaired or replaced item of Equipment or Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the Equipment or Software will become the property of ES&S. This warranty is effective provided that (i) Customer promptly notifies ES&S of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the Equipment or Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the Equipment or Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (iv) Customer has installed and is using the most recent update, or

the second most recent update, provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty maintenance and support are set forth on Exhibit A.

- b. **Exclusive Remedies.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the Equipment and Software to achieve Customer's intended results; (b) the use of the Equipment and Software; (c) the results obtained from the use of the Equipment and Software; (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Equipment or Software; or (e) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update, or the second most recent update, provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the Software Maintenance and Support.

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

ES&S owns the Software, all Documentation and training materials provided by ES&S, the design and configuration of the Equipment and the format, layout, measurements, design and all other technical information (except for Customer supplied information such as election information) associated with the ballots to be used with the Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the Equipment, the Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

10. **Indemnification.** To the fullest extent permitted under applicable law, Customer shall indemnify and hold harmless ES&S from and against any and all claims, damages, amounts paid in settlement and reasonable fees and costs (including reasonable attorneys' fees) (collectively "Adverse Consequences") arising out of or relating to the following:

- a. Any claim that any of the ES&S Equipment or ES&S Software infringes upon any third party's copyright, trademark or patent existing as of the date hereof (a "Third Party Infringement Claim") resulting from (i) Customer's failure to timely or properly install and use any Update provided to it by ES&S; (ii) the use of any ES&S Equipment or ES&S Software in combination with other equipment, hardware or software not meeting ES&S' specifications for use with such ES&S Equipment or ES&S Software; or (iii) Customer's modification or alteration of any item of ES&S Equipment or ES&S Software without the prior written consent of ES&S;

- b. Any claims by third parties arising out of or relating to the use or misuse by Customer, its employees and any other persons under its authority or control ("Customer's Representatives") of any third party items;

- c. Personal injury (including death) or property damage that is caused by any negligent or willful act, error or omission of one or more of Customer's Representatives; and

- d. Customer's election not to receive, or to terminate, Hardware Maintenance Services or Software Maintenance and Support.

ES&S shall notify Customer immediately if it becomes aware of any claim for which it may be entitled to indemnification under this Section 10, and hereby gives Customer full and complete authority, and shall provide such information and assistance as is necessary (at Customer's expense with respect to reasonable out-of-pocket costs), to enable Customer to defend, compromise or settle any such claim.

11. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

12. **Disputes.**

- a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

- b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. If Customer's payment is past due for more than 60 days and is undisputed, ES&S may declare the total amount remaining due under this Agreement to be immediately due and payable, enter the premises where the Equipment is located and remove it. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

13. **Notice.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may assign its right to receive payments under this Agreement to such third parties as ES&S may desire without the prior consent of Customer, provided that ES&S provides written notice (including evidence of such assignment) to Customer thirty (30) days in advance of any payment(s) so assigned.

14. **Compliance with Laws.** In performing its obligations or enjoying its rights under this Agreement, each party shall comply with all applicable laws and regulations. In addition, ES&S warrants to Customer that, at the time of delivery, the Equipment and Licensed Software sold and licensed under this Agreement will comply with all applicable requirements of state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. ES&S further warrants that during the Warranty Period and thereafter so long as Customer is subscribing and paying for Maintenance and Support Services, the Equipment and Licensed Software shall be maintained or upgraded by ES&S in such a way as to remain compliant with all applicable state election laws and regulations. "Maintained or upgraded" shall mean only such changes to individual items of the Licensed Software (but not Equipment) as are technologically feasible and commercially reasonable. Customer shall be solely responsible for the cost of any replacements, retrofits or modifications to the Equipment contracted for herein that may be developed and offered by ES&S in order for such Equipment to remain compliant with applicable laws and regulations. Customer shall also be solely responsible for the cost of any third party items that are required in order for the Equipment and/or Licensed Software to remain compliant with applicable laws and regulations.

15. **State Recertifications.** In the event that any future state certifications or recertifications are required that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the Licensed Software and/or Equipment licensed and sold hereunder, Customer shall be responsible for:

- (i) the total cost of any third party items that are required in order for the Equipment and/or Licensed Software to remain certified;
- (ii) Customer's pro-rata share of such future state certification or recertification costs; and
- (iii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the Equipment and/or Licensed Software that may result from such future state certifications or recertifications.

Customer's pro-rata share of the costs included under subsections 15(ii) and 15(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement.

16. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, USA, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State of Nebraska, County of Douglas. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8-10, 12(b), 13-16 these General Terms shall survive the termination of this Agreement, to the extent applicable.

EXHIBIT A
HARDWARE MAINTENANCE AND SOFTWARE LICENSE AND SUPPORT SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A for Hardware Maintenance and Software License and Support Services shall be in effect for the coverage period as described in (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License and Support Fees set forth on Schedule A1 for the Initial Term and any Renewal Periods. The Hardware Maintenance and Software License and Support Fees for the Initial Term are due as set forth on Schedule A1. The Hardware Maintenance and Software License and Support Fees for any Renewal Period shall be the then current fees in effect and are due and payable no later than thirty (30) days prior to the beginning of such renewal period. The Software License and Support Fee shall be comprised of (i) a fee for the Software License and Support provided for the ES&S Firmware, and (ii) a fee for the Software License and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License and Support Fee for such services. In the event Customer terminates this Exhibit A through no fault of ES&S and later desires to subscribe for a Hardware Maintenance and Software License and Support plan, or otherwise changes its Hardware Maintenance and Software License and Support plan with ES&S during the Initial Term or any Renewal Period thereof, ES&S will charge the Customer its then current contract administration fee in order to process such new subscription for, or change in, Hardware Maintenance and Software License and Support plan coverage.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item in accordance with

their Documentation, normal wear and tear excepted ("Normal Working Condition") as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(a)(i) are referred to herein as "Repair Services". ES&S shall provide the Repair Services at its Depot; provided, however, that if Repair Services are required for 10 or more Products at any given time, Customer may, at its cost, elect to have such services provided at its Designated Location. Customer acknowledges that the Product(s) identified on Schedule A1 as "depot repair only" may only be repaired at a Depot. Customer shall pay all costs associated with shipping Hardware to the ES&S Depot location, including insurance.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefor), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(a)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

b. **Routine Maintenance Services.** Routine Maintenance Services for Product(s) identified on Schedule A1 shall only be provided in the event such Product(s) are sent to a ES&S depot location for repair pursuant to Section 1(a) above. Routine Maintenance Services shall mean those services as may be necessary to keep the Products in Normal Working Condition. Generally, Routine Maintenance Services shall include cleaning, lubrication and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, paper rolls, removable media Storage devices, memory cards, cancellation stamps, ink cartridges or marking instruments.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) enhance, modify or in any way change the current hardware version or otherwise repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance

Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Storage.** When not in use, Products should be stored in a clean, secure environment. During operation of the Products, the facility temperature range should be 50° to 104° and the moisture range should be 10% to 50% relative humidity.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III SOFTWARE LICENSE AND SUPPORT SERVICES

1. **License and Support Services Provided.** ES&S shall provide software license and support services (Software License and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Conditions.** ES&S shall not provide Software License and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Exhibit A. Any such Software License and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License and Support arises. Replacement versions of Software requested by Customer as a

result of items set forth in this Section 2 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Support upon (a) notification to ES&S, (b) payment of all fees, including a reinstatement charge, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it before resuming the Software License and Support services.

Schedule A1

<u>Summary:</u>		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$195.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Software License and Support Description and Fees Below	\$5.00
Total Maintenance Fees for the Initial Term:		\$200.00
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.		

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES
 (Expiration of Warranty Period through the first anniversary thereof)

Qty	Description	Coverage Period (Depot Repair Only)	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
1	AccuVote OS Precinct Scanner	Year 1	\$195.00	\$195.00
Total Hardware Maintenance Fees for the Initial Term				\$195.00

Note 1: Surcharge for Emergency Repair Services shall be 150% of the then current maintenance fee per unit.

Note 2: Customer's Designated Location: Town of Kensington, New Hampshire

Note 3: Upon expiration of the Initial Term, this Schedule A1 shall automatically renew as set forth in Article I, Section 1.

Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Repair Services.
 - Customer will receive coverage for interim repair calls.
 - Interim repair calls may be provided in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
 - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.
5. Priority Services.
 - Customer has access to the ES&S Help Desk for assistance.
 - The customer receives priority on service calls.
 - The customer receives priority on response time.
 - The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

ES&S SOFTWARE LICENSE AND SUPPORT DESCRIPTION AND FEES
(Expiration of Warranty Period through the first anniversary thereof)

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
1	AccuVote OS Precinct Scanner	Year 1	\$5.00	\$5.00
Total Firmware License, Maintenance and Support Fees for the Initial Term				\$5.00

Software License and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License and Support services to the Customer unless previously agreed upon by the parties.

Software License and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
 - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
 - Customer shall store the Equipment in accordance with ES&S requirements set forth herein.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall have reviewed Training Checklists.
4. Customer shall be responsible for the installation and integration of any third party hardware or software application or system purchased by the customer, unless otherwise agreed upon, in writing, by the parties.
5. Customer shall be responsible for data extraction from Customer voter registration system.

6. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
7. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
8. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
9. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
10. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.

12:15 PM
11/09/21

Town of Kensington
Vendor QuickReport

All Transactions

7

LHS Associates, INC.

Type	Date	Num	Memo
Check	08/01/2014	8707	Voting machine
Check	11/20/2014	9020	Inv 45911
Check	05/27/2015	9539	Inv 46842
Check	02/01/2016	10235	Inv#49223
Check	02/15/2016	10298	inv 49457
Check	04/04/2016	10484	Inv 50120
Check	10/17/2016	11133	Inv 52301
Check	12/05/2016	11273	Inv 53142
Check	02/06/2017	11458	Contract
Check	04/03/2017	11582	Inv#54410
Check	01/29/2018	12318	Inv #56642
Check	05/21/2018	12593	Inv # 57818
Check	09/20/2018	12877	Inv #59434
Check	11/15/2018	13026	Inv 360050
Check	04/01/2019	13352	Inv #61641
Check	04/15/2019	13402	Inv #61003
Check	09/05/2019	13751	Work Order Dated 5/17/19
Check	02/03/2020	14106	Inv #64270
Check	02/21/2020	14201	Inv #64460
Check	04/20/2020	14387	Inv #65178
Check	09/14/2020	14689	Inv #63951, 64066, 66617
Check	11/16/2020	14895	Inv #67547
Check	04/19/2021	15297	Inv #69431+69607

**Town of Kensington
Vendor QuickReport
All Transactions**

	<u>Amount</u>	
LHS Associates, INC.	-1,720.00	
	-611.00	
	<u>-2,331.00</u>	2014
	-1,317.00	
	<u>-1,317.00</u>	2015
	-642.00	
	-20.40	
	-1,379.80	
	-1,136.00	
	-713.00	
	<u>-3,891.20</u>	2016
	-225.00	
	-1,481.80	
	<u>-1,706.80</u>	2017
	-225.00	
	-1,436.80	
	-1,303.05	
	-636.85	
	<u>-3,601.70</u>	2018
	-2,136.75	
	-250.00	
	-37.00	
	<u>-2,423.75</u>	2019
	-69.00	
	-37.90	
	-2,049.94	
	-1,936.00	
	-686.00	
	<u>-4,778.84</u>	2020
	-1,820.00	
	<u>-1,820.00</u>	2021



NH Voter Age Distribution

General Election - November 3, 2020



Kensington

Rockingham County

Count Method **Machine**

Total Voted **1,568**

Total Registered **1,767**

Turnout % **89%**

Eligible Voters **1,643**

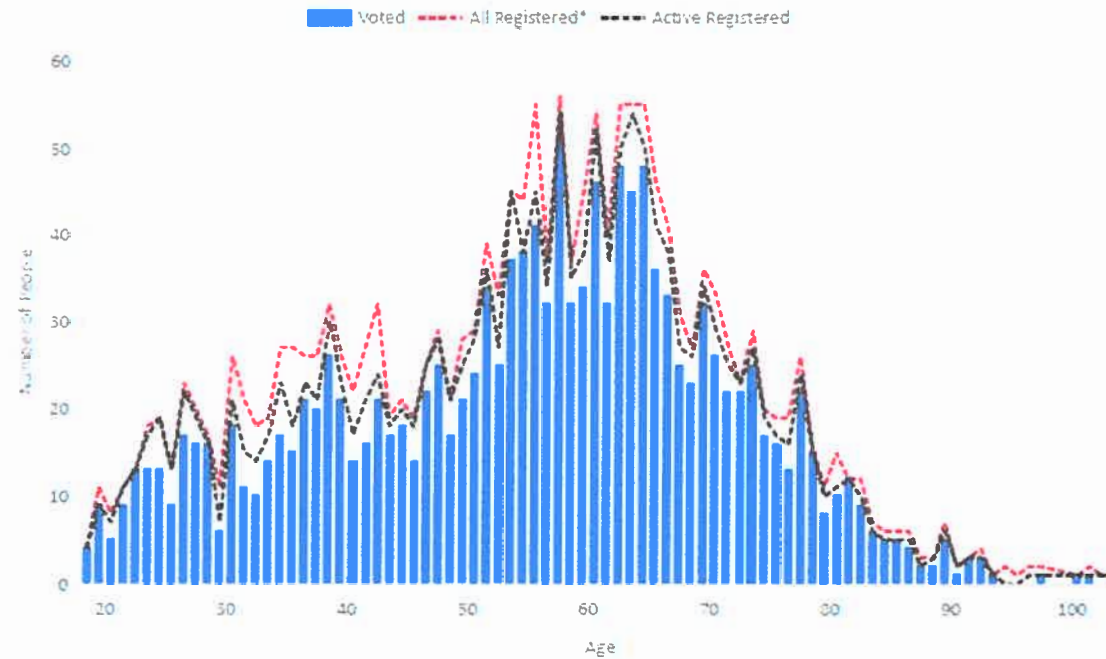
Elig. Voter
Turnout % **95%**

Same-Day Reg **139**

% Reg Increase **9%**

Population
Registered %
Total Eligible **108%**

Voters by Age - 2020 General Election**



Voteview® Software
Copyright 2021
Dale D. Ames

United States
Census
Bureau

Sources

- US Census 2019 Data
- NH county census data interpolated by Dr. Douglas Frank
- NH Voter Registration data

July 21, 2021





NH Voter Age Distribution

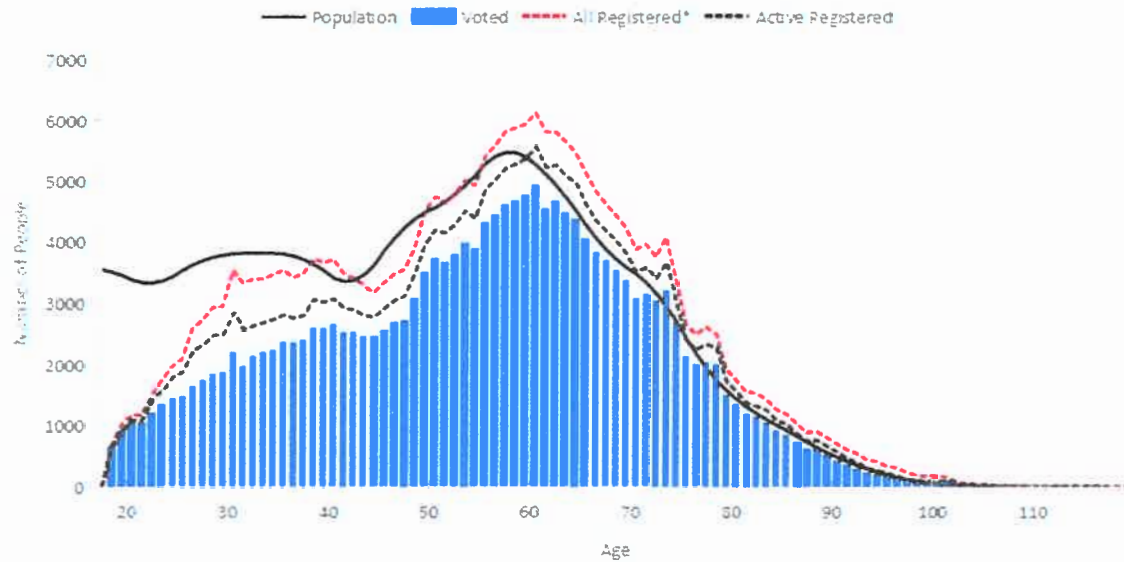
General Election - November 3, 2020



Rockingham County

Voters by Age - 2020 General Election**

Total Voted	198,178
Total Registered	230,078
Turnout %	86%
Eligible Voters	241,674
Elig. Voter Turnout %	82%
Same-Day Reg	17,884
% Reg Increase	8%
Population Registered % Total Eligible	95%



voteView® Software
Copyright 2021
Dale D. Ames

United States
Census
Bureau

Sources

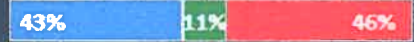
- US Census 2019 Data
- NH county census data interpolated by Dr. Douglas Frank
- NH Voter Registration data

July 21, 2021



KENSINGTON

Overall Voter Party Affiliation* (1,568)



Mail-In* (367) 23%



Rockingham County



Walk-In* (1,201) 77%



PRESIDENT



GOVERNOR



U.S. SENATOR



REPRESENTATIVE IN CONGRESS



STATE SENATOR



STATE REPRESENTATIVE





KENSINGTON

Overall Voter Party Affiliation* (1,568)



Mail-In* (367) 23%



Rockingham County



Walk-In* (1,201) 77%



ALL RACES COMBINED



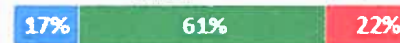
Voter Registered Party Affiliation



Independent Voter Affiliation Breakdown*



New Registrations Party Affiliation



	2008	2012		2016		2020	
Regular Ballots	1,257	1,254	0%	1,313	4.7%	1,194	-9.1%
Absentee Ballots	124	112	-10%	105	-6.3%	374	256.2%
Total Ballots	1,381	1,366	-1%	1,418	3.8%	1,568	10.6%





NH Voter Age Distribution General Election - November 3, 2020

VoteView® Software
Copyright 2021
Dale D. Ames

Prepared for: New Hampshire Voter Integrity Group

Prepared by: Dale Ames

Reviewed by: Marylyn Todd

Report Date: Wednesday, July 21, 2021



This product may use the Census Bureau's Data API, but is not endorsed or certified by the Census Bureau.

Sources
-US Census 2019 Data
-NH county census data interpolated by Dr. Douglas Frank
-NH Voter Registration data

July 21, 2021



Total = 112 pages

New Hampshire SB 43 Forensic Audit Report

Harri Hursti, Mark Lindeman, Philip B. Stark

July 2021

* NH SB43 Sec. Of State Audit for Windham, Nh.
<https://www.doj.nh.gov/sb43/documents/20210713-sb43-forensic-audit-report.pdf>