



Agenda Item VII. A.

Meeting Date: December 20, 2016

Department: Registrar

Issue: **Purchase of Support Software for Electronic Poll Books**

Board Action: The Board is being asked to appropriate funds for software for Electronic Poll Books.

Attachment: Notice of Electronic Poll Book End of Support
DemTech Voting Solutions Inc., terms and conditions

Summary: The Department of Elections advised it will no longer fund Advocate software provided by DemTech used with the Electronic Poll Books. To continue using Advocate software, jurisdictions must purchase the Advocate software by December 31, 2016. The cost for the program is \$1,120.00 that will support 32 licensed units for 2017.

On, January 10, 2017, Amherst County will be participating in a "Special" called election and preparation for the Special Election has already begun. It would be beneficial for the county to continue with DemTech's support which the Amherst County's Registrar's office is currently using.

Recommendation: That the Board appropriate \$1,120 for Advocate software from DemTech for the Electronic Poll Books.



**IMPORTANT NOTICE TO ALL VIRGINIA GENERAL REGISTRARS
WISHING TO CONTINUE USING THE ADVOCATE EPB SOFTWARE IN 2017**

Dear General Registrar,

Re Advocate support post termination of State subsidy – principal terms offer

As you may now know, the Department of Elections has decided to withdraw its funding for the Advocate Electronic Poll Book at the end of this year and allocate that budget to its own internally developed software project.

We understand that many jurisdictions would still like to continue using the Advocate software, which has a proven track record and long history of investment, improvement, and reliability. I know that many General Registrars were very appreciative of the direct access and support received from DemTech in the recent Presidential election and know that we will be there to solve any issue you have. Because we are a specialist elections software company, we are in one of the best positions to deal with any problems you have as well as provide new features, functions, and other election related products to help deliver the best service to your voters. A lot of you will know Mike Brown who heads up our support and development team and just how personally dedicated he is to that cause, as are the rest of our team. We were available to all our customers at any time of the day and we did not fail to deliver support when it was needed.

We do however appreciate the budget constraints which all jurisdictions face, particularly when this withdrawal of subsidy has taken place part way through your own financial year. Thus, we have agreed to offer our support on a discounted basis. This will allow use and support for all the existing versions of the Advocate software. We have invested a great deal into on-going development for the Advocate and will be bringing out further improvements and advancements in the future which you will also be able to benefit from, such as Tablet Versions of the Advocate PCC software in early 2017.

We are therefore able to offer each Jurisdiction that either wishes to continue using the Advocate software, **or as a first-time user**, a fixed discounted price as set out below:

1. Sign up for 12 months **from January 1st 2017 – December 30st 2017** and based on a rate of **\$35 per annum per unit licensed**.

To assist with your cash flow, you would **initially pay** for the **first 6 months** on commencement and then a further payment in July for the balance of the year.



Payment terms are that payment would be due upon commencement of cover and paid within 30 days of invoice or delivery/commencement of cover for each payment period, whichever occurs last.

If you want to arrange cover

- Please inform us as soon as possible. We also need to know how many units you have so we can prepare the license and contract for your Board to approve and sign.
- Please contact us at **mike.brown@demtechvoting.com** and we will get straight back to you over your enquiry.

I hope that this offer is of interest and assistance.

Kind regards

James

James Hill
VP Demtech Voting Solutions, Inc

DEMTECH VOTING SOLUTIONS, INC
Terms and Conditions for Software Support

I. Software/Support Services.

The term "Standard Software" means the standard Demtech software product to be licensed by its end user customer ("Customer"), including Updates and Upgrades (both defined below). The term "Custom Software" means a Demtech software product that is developed for a specific Customer, excluding Updates and Upgrades, and may include modifications of a Standard Software product. The term "Covered Software" refers to both or either Standard Software and Custom Software. During the Term of this Agreement, except as may be stated to the contrary on the Cover Sheet, Demtech shall provide the Customer with the following support services ("Support")

A. General Technical Support. Demtech shall provide the Customer with reasonable technical assistance as described below, such technical assistance to be provided via telephone, e-mail, facsimile or via on-line facilities providing remote access to the Customer's hardware upon which the Covered Software shall reside: (i) Demtech will determine if the problems the Customer is encountering are attributable to errors in the Covered Software; (ii) Demtech will answer questions concerning installation of the Covered Software in the form originally delivered and installed, if applicable, by Demtech; and (iii) Demtech will seek to resolve the Customer's problems that occur during normal usage of the Covered Software. Notwithstanding the foregoing, if Demtech determines in its sole discretion that the Customer requires ongoing help with a particular problem which is not caused by errors in the Covered Software, Demtech may refer the Customer to Demtech's professional services support group, for which an additional charge may apply but if applicable would be mutually agreed in advance between Demtech and the Customer.

B. Remedying Software Errors. Demtech will use commercially reasonable efforts to remedy any programming error in the Covered Software which is attributable to Demtech and prevents the Covered Software from substantially conforming to its specifications. Such remedy may consist of correcting portions of the Covered Software or of communicating to the Customer a workaround that gives Customer the ability to achieve substantially the same functionality as would be obtained without the programming error, as determined by Demtech.

C. Contacting Demtech. To receive the Support under A or B above, the Customer shall contact Demtech by calling or faxing Demtech's Customer Support Center. Demtech's Customer Support Center is staffed 24 hours per day, 7 days per week, 365 days per year. The Customer Support Center will handle the Customer's call as follows:

i. (i) Level 1 – Customer Care Center. The responsibilities for the Customer Care Center will be to process incoming calls, and create service requests, and then route the service and support calls to an appropriate support resource. Customer Care representatives monitor the status of open service requests, and ensure all requests are responded to in a timely manner.

ii. Level 2 – Telephone Support. Technical Phone Support is the first point of contact for incident escalations. Technical Phone Support specialists will be staffed with system specialists that are specifically trained for the support of Advocate. If an issue cannot be resolved within a reasonable time frame, it will be escalated to level 3 support for assistance.

iii. Level 3 – Engineering Support. Engineering Support consists of software engineers that are responsible for providing comprehensive support for emergency situations and system failures where the equipment is inoperable.

iv. Level 4 – Engineering Support. Product and maintenance releases including Upgrades.

iv. Hours of Support. Normal support hours are 7:30 AM – 7:00 PM CST Monday through Friday excluding weekends and holidays. Support required outside of these normal support hours may be subject to additional charge Provided That during an election period (from pre-election set up of the Covered Software up to publication of election results), no additional charge for out of normal hours support shall apply.

v. Software Updates. During the Term of this Agreement, Demtech shall make available to Customer for no additional fee one (1) copy of any Updates to the Standard Software in object code which the Customer may duplicate as many times as the Customer desires for the provision of support to the Standard Software, as the Updates become available for general release by Demtech. The term “Updates” means modifications, corrections, bug fixes, or additions to the Standard Software which are generally denoted by Demtech as a change to one or more numbers to the right of the decimal point in the version number of the Standard Software. The term “Updates” does not include any Upgrades.

vi. Software Upgrades. During the Term of this Agreement, Demtech shall make available to Customer for no additional fee one (1) copy of any Upgrades to the Standard Software in object code, as the Upgrades become available for general release by Demtech. The term “Upgrades” means modifications to Standard Software that generally include new features and/or significant enhancements to existing features, and which are generally denoted by Demtech as a change to one or more of the numbers to the left of the decimal point in the version number of the Standard Software. Software Upgrades do not include new product modules (a separate software product that offers new functionality) or edition upgrades (an upgrade to the next license level or next generation software product).

II. Limitations to Support Services.

A. Demtech’s Support obligations are limited to certain versions of the Covered Software as follows: (i) for Standard Software, to the then current and two (2) previous updated versions of Standard Software; and (ii) for Custom Software to the version of Custom Software that was delivered to Customer

- B. Support obligations hereunder shall not extend to any third party off-the-shelf application that may have been provided to the Customer.
- C. Demtech shall have no obligation to correct errors that are due to (i) a breach by Customer of the terms of Customer's license for the Covered Software; (ii) computer equipment which has not been provided by Demtech or authorized by Demtech for use in respect of the Covered software; (iii) any modifications to the Covered Software made by Customer or a third party which have not been approved by Demtech; (iv) Customer's failure to install or use the Covered Software in accordance with its specifications or the documentation accompanying the Covered Software; or (v) the use of the Covered Software in combination with any third party software or hardware not authorized in advance by Demtech. In the event Demtech agrees to correct any errors not covered by this Agreement, Customer shall pay Demtech for all such work at Demtech's then-current standard time and materials charges and upon then-current terms and conditions.
- D. Demtech shall have no obligation to support Customer in connection with errors that are reported with equipment or items other than the Covered Software itself.
- E. Demtech shall have no obligation hereunder to provide Customer with any repaired or replacement key or media for the Covered Software.
- F. If on-site support is required this may be subject at Demtech's discretion to an additional charge which shall be mutually agreed in advance between Demtech and the Customer.

III. Customer's Responsibilities.

- A. Requests for support must describe the problem with the Covered Software in sufficient detail to enable Demtech to understand and duplicate or recreate the problem. The Customer shall provide such information as may be requested by Demtech when submitting a request for support, including but not limited to: (i) Covered Software installation address, Customer account number, equipment and serial number (as may be shown on the Cover Sheet), product registration number, license number or incident number, if applicable; (ii) name and version number of the Covered Software; (iii) exact wording of error messages; (iv) recital of steps taken by Customer before the problem occurred; and (v) a list of steps taken by Customer in attempting to resolve the problem. Demtech reserves the right to request such further information as Demtech deems necessary.
- B. The Customer agrees to back up all data, files and information prior to the commencement of any Support and shall be responsible for any data, files and information lost or altered during the performance of such Support.
- C. The Customer agrees to incorporate any and all Updates and Upgrades as soon as practicable and acknowledges that failure to incorporate such Updates and Upgrades may make subsequent Updates unusable.

D. The Customer shall designate a named contact person per installation who will receive all corrections, Updates and Upgrades (if any), correspondence, and other communications concerning the Covered Software, and will notify Demtech in writing of any change in the contact person.

E. The Customer acknowledges that any Updates and Upgrades provided by Demtech are subject to the terms and conditions of the license agreement pursuant to which the Customer obtained the Covered Software and agrees to abide by those terms and conditions.



[GRLIST] Notice of Electronic Pollbook End of Support

Stenbjorn, Paul (ELECT) to: GRLIST

12/06/2016 10:49 AM

The official communication list for the General

Sent by: Registrars of the Commonwealth
<GRLIST@LISTLVA.LIB.VA.US>

Please respond to "Stenbjorn, Paul (ELECT)"

Good Morning,

Please be advised that effective January 1, 2017 the Department of Elections will have ended its engagement with DemTech to provide support for the Advocate electronic pollbook solution. This does not affect the certification status of this solution; it is among the solutions approved for use by localities in the Commonwealth. To review all certified solutions, please visit:
<http://www.elections.virginia.gov/registration/voting-systems/>.

We are aware that a number of localities who use this the Advocate solution will be participating in the special elections called for January 10, 2017. We will contact each of you separately to discuss options available.

Localities may, at their choosing, purchase any approved vendor for system or use paper pollbooks for elections in 2017. The Department is committed to continue to provide electronic pollbook data from VERIS and the delivery of printable PDF pollbooks through DAGR.

The Department has completed development on its electronic pollbook software that would be provided free of charge to localities and this software has successfully passed all steps detailed in the State Board of Elections electronic pollbook certification requirements (<http://www.elections.virginia.gov/Files/CastYourBallot/VotingSystems/VirginiaEPBCertificationProceduresSystemReqREV-0515.pdf>) including its use in a pilot/test election on November 8, 2016. This package was submitted to the State Board for certification on November 21, 2016. However, the Board voted to table the certification of the solution pending review of additional materials. Therefore, at this juncture, this solution is not available for use by localities.

Please let us know if you have any questions.

Thank you,

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