SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (this **"Settlement Agreement**") is entered into as of September 24, 2021 (the "**Effective Date**") by and among Washoe County, a political subdivision of the State of Nevada, (hereinafter referred to as "Washoe"), and VOTEC Corporation, a corporation with a principal place of business in San Diego, California (hereinafter referred to as "VOTEC"). Collectively, the foregoing entities will be referred to collectively as the "**Parties**" or individually as a "**Party**".

RECITALS

WHEREAS, the 2020 Nevada Primary Elections were scheduled for June 9, 2020, with early voting beginning May 23, 2020; and,

WHEREAS, VOTEC contracted with every Nevada county except Carson City to deliver software and hardware prior to the 2020 Nevada Primary Elections; and,

WHEREAS, as set forth in the Registrar's November 19, 2019, Staff Report to the Washoe County Board of County Commissioners (the "Board") submitted in connection with the December 10, 2019 Board meeting,

Assembly Bill 645 obligated Washoe to "carry out the provisions of Automatic Voter Registration and Same Day Registration;" and,

WHEREAS, the Registrar determined that "250 additional pollbooks [were] needed to supplement [Washoe's] current inventory" of 190 VOTEC kiosks; and,

WHEREAS, at its December 10, 2019, meeting, the Board unanimously approved said purchase (a draft version of the VOTEC/Washoe Agreement was attached to the agenda as VOTEC_Washoe_County_NV_VOTEC Safe_contract DRAFT.pdf.); and,

WHEREAS, Washoe's Sole Source Purchase Request form, attached to the 12/10/19 Agenda as VotersSoleSourcePurchaseRequestForm_VOTEC_11-18-2019.pdf, confirmed that:

> "The hardware and software of the Welcome Voter Kiosk check-in station provided by VOTEC Corporation is unique in design and function and has already been configured and used in Washoe County elections in 2018.
>
> And that
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> All staff in our department, as well as two support members from the Technology Services Department, have undergone training and have hands-on experience with this equipment and it has already been successfully implemented in the 2018 election cycle."

WHEREAS, VOTEC delivered a signed agreement to Washoe on December 17, 2019, that matched the one attached to the December 10, 2019, Meeting Agenda (hereinafter referred to as the "VOTEC Agreement"); and,

WHEREAS, on January 6, 2020, VOTEC received a signed Purchase Order (number 4500040312) which confirmed Washoe's acquiescence to the terms of the VOTEC Agreement as follows:

> "VOTEC to provide goods and services in accordance with the attached contracted signed December 17, 2019, and December 19, 2019. Agreement approved by the Washoe County Board of County Commissioners on December 10, 2019, agenda item #11."

WHEREAS the Purchase Order total was $448,121.52; and,

WHEREAS, on or about April 28, 2020, Washoe terminated its contract with VOTEC Corporation at the April 28, 2020, Washoe County Board of County Commissioners Meeting; and,

WHEREAS, each of the Parties has expended attorneys' fees and costs, and expect to incur additional considerable attorneys' fees and costs should an action be filed and proceed to final judgment, and as reflected herein, the Parties have determined to settle this dispute without any admission of liability rather than incur further attorneys' fees and costs.

NOW, THEREFORE, in consideration of the terms, covenants and agreements of the Parties as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

AGREED TERMS

1. Recitals. The foregoing RECITALS are true and correct and are incorporated herein by this reference.

2. No Admission of Liability. This Settlement Agreement is entered into in compromise and release of disputed claims. Each of the Parties acknowledges that the execution of this Settlement Agreement is not to be, and shall not be, construed in any way as, an admission of wrongdoing or liability on the part of any of the Parties, or of any other person or business entity, save and except for the obligations set forth in this Settlement Agreement.

3. Revision of "for cause" determination from April 28, 2020 Washoe County Board of County Commissioners. Within thirty (30) days of the Effective Date of this Settlement Agreement, the Board shall place on its Agenda for its next possible meeting for Action and Discussion whether it

should revise its decision to terminate the VOTEC Agreement "for cause" and modify the record to show that the Parties have mutually agreed to terminate said VOTEC Agreement. **The Parties hereby acknowledge that this Settlement Agreement is not effective unless and until the Board publicly vacates its prior "for cause" termination and modifies the record to state that the Parties have mutually agreed to terminate the VOTEC Agreement (the "Revision"). Absent the timely Revision, this Settlement Agreement is null and void**.

4. Contingent Payment to VOTEC. Within thirty (30) days of said Revision, Washoe County shall pay VOTEC Twenty Five Thousand Dollars ($25,000).

5. Mutual Release. Except for the Parties' obligations, covenants, representations, and warranties under this Settlement Agreement, the Parties, on behalf of themselves, their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates, and assigns, and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest,

and all persons acting by, through, under, or in concert with them, and each of them, hereby release and discharge the other Parties, together with their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, known or unknown, which any Party has, or may have had, against the other Parties, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from the facts, claims, counterclaims, and third-party claims raised and described in the Recitals above (the "**Dispute**"). This Settlement Agreement resolves any

claim for relief that is, or could have been alleged, no matter how characterized, including, without limitation, compensatory damages, damages for breach of contract, bad faith damages, reliance damages, liquidated damages, damages for business disparagement, punitive damages, costs, and attorneys' fees related to or arising from the Dispute.

6. No Outstanding or Known Future Claims/Causes of Action. Each Party affirms that it has not filed with any governmental agency or court any type of action or report against the other Party, except for VOTEC's March 26, 2021 Demand Letter to Washoe et al., and currently knows of no existing act or omission by the other Party that may constitute a claim or liability excluded from the release in paragraph 5, above.

7. Acknowledgment of Settlement. The Parties, as broadly described in paragraph 5 above, acknowledge that (a) the consideration set forth in this Settlement Agreement is in full settlement of all claims or losses of whatsoever kind or character that they have, or may ever have had, against the other Party, as broadly described in paragraph 5 above, including by reason of the Dispute, and (b) by signing this Settlement Agreement, and accepting the consideration provided herein and the benefits of it, they are giving up forever any right to seek further monetary or other relief from the

other Party, as broadly described in paragraph 5 above, for any acts or omissions up to and including the Effective Date, including, without limitation, the Dispute.

8. Settlement Agreement is Legally Binding. The Parties intend this Settlement Agreement to be legally binding and shall inure to the benefit of each of them as well as their respective successors, assigns, executors, administrators, heirs, and estates.

9. Entire Agreement. This Settlement Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Furthermore, no modification of this Settlement Agreement shall be binding unless in writing and signed by each of the Parties hereto.

10. New or Different Facts: No Effect. Except as provided herein, this Settlement Agreement shall be, and remain, in effect (contingent upon the timely Revision) despite any alleged breach of this Settlement Agreement or the discovery or existence of any new or additional fact, or any fact different from that which any Party now knows or believes to be true. Notwithstanding

the foregoing, nothing in this Settlement Agreement shall be construed as, or constitute, a release of any Party's rights to enforce the terms of this Settlement Agreement.

11. Interpretation. Should any provision of this Settlement Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Settlement Agreement. The headings within this Settlement Agreement are purely for convenience and are not to be used as an aid in interpretation. Moreover, this Settlement Agreement shall not be construed against any Party as an author or drafter of the Settlement Agreement.

12. Choice of Law. This Settlement Agreement and all related documents including any exhibits attached hereto, and all matters arising out of or relating to this Settlement Agreement, whether sounding in contract, tort, or statute, are governed by and construed in accordance with the laws of the State of Nevada, United States of America, without giving effect to any conflict of laws provisions thereof to the extent such principles or

rules would require or permit the application of the laws of any jurisdiction other than those of the State of Nevada.

13. Attorneys' Fees and Costs. In the event that any Party institutes any legal suit, action, or proceeding, including arbitration, against another Party arising out of or relating to this Settlement Agreement, the prevailing party in the suit, action, or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees, expenses, and court costs.

14. Choice of Forum. The State or Federal courts of Nevada located in Washoe County shall be the exclusive forums for litigation concerning this Settlement Agreement. All parties to this Settlement Agreement consent to personal jurisdiction in such courts as well as service of process by any means authorized under Nevada law.

15. Reliance on Own Counsel. In entering into this Settlement Agreement, the Parties acknowledge that they have relied upon the legal advice of their respective attorneys, who are the attorneys of their own choosing, that such terms are fully understood and voluntarily accepted by

them, and that, other than the consideration set forth herein, no promises or representations of any kind have been made to them by the other Party. The Parties represent and acknowledge that in executing this Settlement Agreement they did not rely, and have not relied, upon any representation or statement, whether oral or written, made by the other Party or by the other Party's agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Settlement Agreement or otherwise.

16. Further Assurances. Each of the Parties shall, and shall cause their respective affiliates to, execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

17. Counterparts. This Settlement Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

18. Authority to Execute Settlement Agreement. By signing below, each Party warrants and represents that the person signing this Settlement Agreement on its behalf has authority to bind that Party, and that the

Party's execution of this Settlement Agreement is not in violation of any law, rule, by-law, operating agreement, covenant, and/or other restriction placed upon them by their respective entities, agencies, or political subdivisions, as the case may be.

READ THE FOREGOING DOCUMENT CAREFULLY. IT INCLUDES A RELEASE OF KNOWN AND UNKNOWN CLAIMS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and intending to be legally bound, each of the Parties hereto has caused this Settlement Agreement to be executed as of the Effective Date.

The undersigned declare that they have read this document consisting of 14 pages (including signature pages, and excluding exhibits) and understand its terms and freely enter into this Agreement.

IN WITNESS WHEREOF, each of the parties have executed this Agreement on the date and year written below.

Washoe County	VOTEC
By:_____ Bob Lucey, Chair Washoe County Commission Dated:_____ Attest: By:_____ County Clerk Washoe County	By:_____ Its:_____ Dated:_____

Approved as to form and content: DATED this ___ day of _____, 20___. Washoe County District Attorney _____ Christopher J. Hicks, Esq. Wade Carner, Esq. Deputy District Attorney One South Sierra Street Reno, NV 89501 Phone: (775) 337-5700 Direct: (775) 3347-5713 wcarner@da.washoecounty.us ***Counsel for* Washoe County**	Approved as to form and content: DATED this ___ day of _____, 20___. Hutchison & Steffen, PLLC _____ Devon T. Reese, Esq. Jason D. Guinasso, Esq. 500 Damonte Ranch Parkway, Suite 980 Reno, NV 89521 Phone: (775) 853-8746 Fax: (775) 201-9611 jguinasso@hutchlegal.com ***Counsel for* VOTEC Corporation**