

Doug

From: Andrew Stavro [REDACTED]
Sent: Wednesday, May 5, 2021 5:48 PM
To: Aaron Cornils
Cc: Darian Holland; Robert Herring; Bobby Herring; Douglas Logan; Charles Herring; Christina Bobb
Subject: Re: Streaming Logistics

Thank you!

Sent from 480.586.6121

On May 5, 2021, at 2:39 PM, Aaron Cornils <Aaron.Cornils@herringnetwork.com> wrote:

Helps if include the link

[Epoch Converter - Unix Timestamp Converter](#)

From: Andrew Stavro [REDACTED]
Sent: Monday, April 26, 2021 11:18 AM
To: Aaron Cornils <[REDACTED]>
Cc: Darian Holland <[REDACTED]>; Robert Herring <[REDACTED]>; Bobby Herring <[REDACTED]>; Douglas Logan <[REDACTED]>; Charles Herring <[REDACTED]>; Christina Bobb <[REDACTED]>
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Andrew Stavro 480-586-6121

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Date: Monday, April 26, 2021 at 10:30 AM
To: Andrew Stavro <[REDACTED]>
Cc: Darian Holland <[REDACTED]>; Robert Herring <[REDACTED]>; Bobby Herring <[REDACTED]>; Douglas Logan <[REDACTED]>; [REDACTED] <[REDACTED]@[REDACTED].com>; Charles Herring <[REDACTED]>; Christina Bobb <[REDACTED]@[REDACTED].com>
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Date: Tuesday, April 13, 2021 at 1:40 PM

To: [REDACTED]

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The call in number: 619-924-0338, passcode: 92217#

Topic: Live streaming of audit

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Sent: Tuesday, April 13, 2021 1:25 PM

To: [REDACTED]; Christina Bobb

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Sent from 480.586.6121

On May 5, 2021, at 2:39 PM, Aaron Cornils <Aaron.Cornils@herringnetwork.com> wrote:

Helps if include the link

[Epoch Converter - Unix Timestamp Converter](#)

From: Andrew Stavro <[REDACTED]>
Sent: Monday, April 26, 2021 11:18 AM
To: Aaron Cornils <[REDACTED]>
Cc: Darian Holland <[REDACTED]>; Robert Herring <[REDACTED]>
Bobby Herring <[REDACTED]>; Douglas Logan <[REDACTED]>; Charles Herring <[REDACTED]>; Christina Bobb <[REDACTED]>
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Date: Monday, April 26, 2021 at 10:30 AM
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<ro[REDACTED]>; Douglas Logan <[REDACTED]>
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Cc: [REDACTED]
Bob [REDACTED]
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Date: Tuesday, April 13, 2021 at 1:40 PM

To: [REDACTED] h [REDACTED]
Chr [REDACTED]
[REDACTED] Robert Herring

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The call in number: [REDACTED]

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Subject: RE: Streaming Logistics

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From: Andrew Stavro <[REDACTED]>
Sent: Sunday, April 25, 2021 3:38 PM

[REDACTED]

Subject: Re: Streaming Logistics

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From: Andrew Stavro [REDACTED]
Sent: Sunday, April 25, 2021 11:57:57 AM

[REDACTED] by Herring
[REDACTED]; Christina

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Date: Tuesday, April 13, 2021 at 1:40 PM

[REDACTED] Christina Bobb
[REDACTED] >, Bobby

Subject: RE: Streaming Logistics

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The call in number: 619-924-0338, passcode: 92217#

Topic: Live streaming of audit

Charles Herring
Cell: [REDACTED]

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To: Douglas Logan <[REDACTED]>; Charles Herring <[REDACTED]> Christina Bobb
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From: Douglas Logan <[REDACTED]>
Date: Tuesday, April 13, 2021 at 12:52 PM
To: [REDACTED] Aaron Cornils
<Aa[REDACTED]>
Cc: [REDACTED]
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Doug Logan
Chief Executive Officer
Cyber Ninjas
(o) (941)-3-NINJAS
(c) (941)-404-0360

From: Charles Herring <Charles@oann.com>
Sent: Tuesday, April 13, 2021 12:10 PM
To: Christina Bobb <Christina.Bobb@oann.com>; Douglas Logan <dlogan@cyberninjas.com>; Aaron Cornils

[REDACTED]
Subject: RE: Streaming Logistics

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One America News
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Date: Sunday, April 25, 2021 at 2:02 PM

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Sent: Sunday, April 25, 2021 11:57:57 AM

[REDACTED]

Bobby Herring
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Thank you

Andrew Stavro 480-586-6121

From: Charles Herring <[REDACTED]>
Date: Tuesday, April 13, 2021 at 1:40 PM

[REDACTED]

Subject: RE: Streaming Logistics

I'll have an invite sent out to all for Thursday 1:30 pm Eastern, 10:30 am Pacific.

The call in number: [REDACTED]

Topic: Live streaming of audit

Charles Herring
Cell: [REDACTED]

From: Andrew Stavro <[REDACTED]>
Sent: Tuesday, April 13, 2021 1:25 PM
To: Douglas Logan <[REDACTED]>; Charles Herring <[REDACTED]> Christina Bobb <[REDACTED]>
Aaron Cornils <[REDACTED]>
Subject: Re: Streaming Logistics

I'm good anytime. Sooner the better

Andrew Stavro [REDACTED]

From: Douglas Logan <[REDACTED]>
Date: Tuesday, April 13, 2021 at 12:52 PM
To: Charles Herring <[REDACTED]> Christina Bobb <[REDACTED]>, Aaron Cornils <[REDACTED]>
Cc: Andrew Stavro <[REDACTED]>
Subject: RE: Streaming Logistics

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Chief Executive Officer
Cyber Ninjas
[REDACTED]

From: Charles Herring <[REDACTED]>
Sent: Tuesday, April 13, 2021 12:10 PM
To: Christina Bobb <[REDACTED]>; Douglas Logan <[REDACTED]>; Aaron Cornils <[REDACTED]>

<Aaron.Cornils@HerringNetwork.com>

Subject: RE: Streaming Logistics

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Kind regards,

Charles

From: Christina Bobb <[REDACTED]>

Sent: Tuesday, April 13, 2021 8:49 AM

[REDACTED]

Subject: Streaming Logistics

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Thank you for the call today. Doug, if you could please add your vendor to this chain, I'll coordinate a time for another follow up call. Thank you!

Christina

Christina Bobb

One America News

[REDACTED]

Doug

From: Aaron Cornils [REDACTED]
Sent: Wednesday, May 5, 2021 5:39 PM
To: 'Andrew Stavro'
Cc: Darian Holland; Robert Herring; Bobby Herring; Douglas Logan; Charles Herring; Christina Bobb
Subject: RE: Streaming Logistics

Also link to linux time code convert I use.

Aaron

From: Andrew Stavro [REDACTED]
Sent: Monday, April 26, 2021 11:18 AM
To: Aaron Cornils <[REDACTED]>
Cc: Darian Holland [REDACTED]; Robert Herring [REDACTED]; Bobby Herring [REDACTED]; Douglas Logan [REDACTED]; Charles Herring [REDACTED]; Christina Bobb [REDACTED]
Subject: Re: Streaming Logistics

That sounds great Aaron. I do know about the #9 stream on Saturday night and that was us working on something that caused that glitch. But to answer your other question, all sources are coming out of Epiphan Pearl 2 or Pearl Nano(s).

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From: Aaron Cornils <[REDACTED]>
Date: Monday, April 26, 2021 at 10:30 AM

[REDACTED]

Subject: RE: Streaming Logistics

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From: Andrew Stavro [REDACTED]
Sent: Sunday, April 25, 2021 3:38 PM

[REDACTED]

Subject: Re: Streaming Logistics

Aaron,

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I too have been pleased with the stability of the SRT streams. We do have two fiber lines feeding us from two different cable providers and one if set as failover so we are pretty solid, but, you never know.

Andrew Stavro [REDACTED]

From: Aaron Cornils <[REDACTED]>
Date: Sunday, April 25, 2021 at 2:02 PM
To: Andrew Stavro [REDACTED]
Cc: Darian Holland [REDACTED], Robert Herring [REDACTED] Bobby Herring [REDACTED], Douglas Logan [REDACTED], Charles Herring [REDACTED], Christina Bobb <[REDACTED]>
Subject: Re: Streaming Logistics

Hi All,

So I have had the DVR running on the server since we started. The system will record any active feed being transcode i.e. I'm recording all variant streams for all 9 sources.

My only concern here is their is no redundant stream source so if anything happens in the transmission process between the source and final encoded output it could cause data lose. Possible issues could be internet packet lose, crashed source encoders, lose of power, server failure. Most of these issues are not overly likely and so far everything seems stable and working well. The mostly like thing to cause an issue would be internet packet lose. We are transmitting using SRT which mitigates this kind of issue but if something should happen out of our control on the internet that would cause more packet loss than protocols can recover that would be an issue.

I only bring all this up so everyone understands that this setup as is cannot guarantee complete 100% up time. I have complete confidence that the system can preform with out issue but sometimes things happen that cannot be predicted or covered for especially when data is going over the public internet.

Also, please keep the following in mind as well. I have never used these particular encoders with out streaming infrastructure so I don't know if we could run into any unexpected issues with long running records. I have had issues in the past with encoders that have to much timing drift in them and after a while the drift becomes to great and I have seen it corrupt the recording to the point they are no longer usable. This sort of issue on this setup is probably unlikely. I just want to make everyone aware of potential pit falls if the complete integrity of the DVR content is a must.

That all being said everything so far has been working well and I haven't see any issues logged yet that indicates any stability issues so far. ie no errors with encoding, transport, or ability to write the data to disc for the DVR.

As for getting the data back to you we certainly can figure that out and it shouldn't be an issue. We can discuss more what method for doing that might work best for you. Just for reference we are looking at around 1.3TB of day per day of recording. My volume limit is 16TB so probably late next week I will need to swap recording locations to a new volume. At which point I can mount the full drive to a different server and start transferring the data out. My thought would be to use ffmpeg to turn the recordings into one hour long MP4s.

Happy Jump on a call tomorrow if need and discuss options for getting you the recorded content and or discuss any other topics of concern.

Side note I do have a second server ready to go that could do backup recordings if needed. We would just need the source streams pushed to both servers at the same. This second location would provide redundancy but could still be effected by any single point of failure on the source side. I.E. encoder, network connection, isp issue, power ...

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From: Andrew Stavro [REDACTED]
Sent: Sunday, April 25, 2021 11:57:57 AM

[REDACTED]

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Thank you

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[REDACTED]

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[REDACTED]
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Christina

Christina Bobb

One America News
[REDACTED]

Doug

From: Douglas Logan <[REDACTED]>
Sent: Wednesday, December 8, 2021 8:32 AM
To: Aaron Cornils
Cc: Christina Bobb
Subject: RE: Streaming Logistics

Aaron,
Thank-you!

Thanks,
Doug Logan
Chief Executive Officer
[REDACTED]

From: Aaron Cornils <[REDACTED]>
Sent: Tuesday, December 7, 2021 6:10 PM
To: Douglas Logan <[REDACTED]>
Cc: Christina Bobb <[REDACTED]>
Subject: RE: Streaming Logistics

Hey,
The last set of drives is shipping out.

Aaron

From: Douglas Logan <[REDACTED]>
Sent: Tuesday, November 9, 2021 3:07 PM
To: Aaron Cornils <[REDACTED]>
Cc: Christina Bobb <[REDACTED]>
Subject: RE: Streaming Logistics

Cyber Ninjas
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Thank-you!

From: Aaron Cornils <[REDACTED]>
Sent: Tuesday, November 9, 2021 5:22 PM

To: Douglas Logan [REDACTED]
Cc: Christina Bobb [REDACTED]
Subject: RE: Streaming Logistics

If you can get me a shipping address I will get the ones that are ready tomorrow shipped out.

Aaron

From: Douglas Logan <[REDACTED]>
Sent: Tuesday, November 9, 2021 2:19 PM
To: Aaron Cornils <[REDACTED]>
Cc: Christina Bobb <[REDACTED]>
Subject: RE: Streaming Logistics

Aaron,

Awesome, thank-you! That helps a ton. I'm sure having something we can turn in will be much better than having to wait on everything.

Thanks,
Doug Logan

From: Aaron Cornils [REDACTED]
Sent: Tuesday, November 9, 2021 3:34 PM
To: Douglas Logan [REDACTED]
Cc: Christina Bobb [REDACTED]
Subject: RE: Streaming Logistics

Hey,

My updated code for pulling all this down has certainly speed up the process takes around 12 hours for each day of content instead of a day and I can run multiple days back to back without input needed from me.

Currently the download is completed out to June 7th and more is currently running. By tomorrow morning there should be roughly 25ish TB left to download. If I can keep the processing going as much as possible i.e. limit the down time I would expect to have everything completed within the next two weeks.

By tomorrow morning I will have 3 full drives that can be shipped out. Data on these drives spans the date range of 4-20-21 to 6-8-21

Aaron

From: Douglas Logan <[REDACTED]>
Sent: Tuesday, November 9, 2021 10:14 AM
To: Aaron Cornils <[REDACTED]>
Cc: Christina Bobb [REDACTED]
Subject: RE: Streaming Logistics

Aaron,

How is this coming? There is a distinct chance I could be ordered to give this up due to the FOIA lawsuits I have in Arizona. With any reasonable court there would still be time to produce the video; but nothing has been reasonable

as of yet. As a result there is a chance I could be ruled for being in contempt of court if I don't produce this relatively quickly when/if ordered.

In normal and fair legal proceedings this would never happen like this; but I'm beginning to realize that I'm operating in the twilight zone.

Even if its not done yet, it would be helpful to have a timeline.

Thanks,
Doug Logan
Chief Executive Officer
[REDACTED]

From: Douglas Logan
Sent: Tuesday, October 19, 2021 4:18 PM
To: Aaron Cornils [REDACTED]
Subject: RE: Streaming Logistics

Aaron,
Okay, thanks for the update.

Thanks,
Doug Logan
Chief Executive Officer
[REDACTED]

From: Aaron Cornils [REDACTED]
Sent: Tuesday, October 19, 2021 2:33 PM
To: Douglas Logan [REDACTED]
Subject: RE: Streaming Logistics

Hey,

I'm still working on the exporting it. Sadly it has been a slow process it takes about a day to download and days' worth of content and I have to remember to start a new day each day which I haven't always been good about and was out of the office for couple weeks as well. I have completely filled one drive so far which covers 4-20 to 5-5. Once the current day I'm working on has competed exporting I had some ideas yesterday on how I might speed up the process by running more threads and downing loading more streams and days simultaneously. If my idea works hopefully I can speed up the process by a decent amount.

Aaron

From: Douglas Logan [REDACTED]
Sent: Tuesday, October 19, 2021 10:57 AM

To: Aaron Cornils <[REDACTED]>
Subject: RE: Streaming Logistics

Aaron,
Would it be possible to get a copy of all of the livestreaming data?

Thanks,
Doug Logan
Chief Executive Officer
[REDACTED]

From: Aaron Cornils <[REDACTED]>
Date: Thursday, May 20, 2021 at 6:09 PM
To: 'Andrew Stavro' <[REDACTED]>
Cc: Darian Holland <[REDACTED]>, Robert Herring <[REDACTED]>, Bobby Herring <[REDACTED]>, Douglas Logan <[REDACTED]>, Charles Herring <[REDACTED]>, Christina Bobb <[REDACTED]>
Subject: RE: Streaming Logistics

No worries, hard drives will work to transfer the content to.

So far we have probably consumed roughly 32TB of storage for all 9 sources x 5 variant streams each just for reference.

Aaron

From: Andrew Stavro <[REDACTED]>
Sent: Thursday, May 20, 2021 2:59 PM

[REDACTED]

Subject: Re: Streaming Logistics

Aaron,

Sorry for the delay. We would want the all the variant streams long term. Would it be best to have drives shipped to you for transfer?

Andrew Stavro 480-586-6121

From: Aaron Cornils <[REDACTED]>
Date: Tuesday, May 18, 2021 at 12:00 PM
To: Andrew Stavro <andy@iamroaddog.com>
Cc: Darian Holland <Darian.Holland@HerringNetwork.com>, Robert Herring <robert@awetv.com>, Bobby

Herring <[REDACTED]>, Douglas Logan <[REDACTED]>, Charles Herring

[REDACTED], Christina Bobb <[REDACTED]>

Subject: RE: Streaming Logistics

Hi All,

Quick question I'm working on the process for downloading the DVR content from the servers and turning it into hour long MP4's for longer term archive.

I have been recording all the variant streams but I would assume for your own archive keeping the highest quality is probably all you want but we could certainly download it all it just is going to take up more storage space.

For keeping only the 1080p stream the math works out to roughly 2.5GB per hour of content. Math on that is roughly 16TB every 30days for all 9 streams.

I wouldn't recommend keeping this data on a single spinning disk unless it is copied onto at least two different disks. It might be best to keep copies of the data on different media types or some combination of disks, DVD's/blue-ray, tape Due to the crypto mining now with chia and chip shortages in general HDD/SSD are becoming increasing hard to acquire. So copying down to spinning disk and then burning DVD's might be the best solution at the moment. However burning DVD's is going to be a time consuming and fairly manual process.

Away let me know your thoughts on how to best get you the recorded content as I'm assuming you would like copies for yourself long term and do you have interest in all the variant streams or just the 1080p recording.

Aaron

From: Andrew Stavro <[REDACTED]>

Sent: Friday, May 14, 2021 8:10 PM

[REDACTED]

Subject: Re: Streaming Logistics

Aaron,

We have settled in for the dark week. Streams 2,3,4,5 will be the only active streams until Sunday the 23rd at 7am when we start to switch back to the coliseum and we will be full up and running by the end of day. Current projection for completion is about June 18th if that gives you an idea of disk space. That estimate can change, just it's a reasonable maker for now.

Thank you

Andrew Stavro <[REDACTED]>

From: Aaron Cornils <[REDACTED]>

Date: Friday, May 14, 2021 at 11:37 AM

To: Andrew Stavro <[REDACTED]>

Cc: Darian Holland <[REDACTED]>, Robert Herring <[REDACTED]>, Bobby

Herring <[REDACTED]>, Douglas Logan <[REDACTED]>, Charles Herring

<Charles@oann.com>, Christina Bobb <Christina.Bobb@oann.com>

Subject: RE: Streaming Logistics

Sounds good, thanks for the info.

Aaron

From: Andrew Stavro <[REDACTED]>

Sent: Friday, May 14, 2021 11:35 AM

[REDACTED]

Subject: Re: Streaming Logistics

Yes one is down. Others will go down today as well. If you are going to swap drives now is a good time. I think the only streams we will be pushing 3, 4 and 5 which will be showing the ballots in storage. Will reach out once I get situated over there.

Sent from [REDACTED]

On May 14, 2021, at 11:30 AM, Aaron Cornils <[REDACTED]> wrote:

Hi All,

I noticed Source 1 is down it looks like things are being packed up today looking at the other feeds.

Is it expected that source 1 is currently down?

Is it expect the other sources to go down today as well today?

This could actually be helpful as I need to swap in another drive for the DVR recordings and it would also give me the opportunity to disconnect and mount the full drives to other servers so we can start working on extracting the content into self-contained MP4 files for long term archiving.

Aaron

From: Andrew Stavro <[REDACTED]>

Sent: Wednesday, May 5, 2021 2:48 PM

[REDACTED]

Subject: Re: Streaming Logistics

Thank you!

Sent from [REDACTED]

On May 5, 2021, at 2:39 PM, Aaron Cornils <[REDACTED]> wrote:

Helps if include the link

[Epoch Converter - Unix Timestamp Converter](#)

From: Andrew Stavro <[REDACTED]>
Sent: Monday, April 26, 2021 11:18 AM

Subject: Re: Streaming Logistics

That sounds great Aaron. I do know about the #9 stream on Saturday night and that was us working on something that caused that glitch. But to answer your other question, all sources are coming out of Epiphan Pearl 2 or Pearl Nano(s).

Andrew Stavro 480-586-6121

From: Aaron Cornils <[REDACTED]>
Date: Monday, April 26, 2021 at 10:30 AM

Subject: RE: Streaming Logistics

Hey,

So if a stream disconnects typical behavior is to close the file and start a new one when the source resumes. The only times I see a record corrupt a file is when we are taking in a feed from an encoder the software doesn't like or if there is packet loss that cannot be recovered. The DVR records data in 128MB chunks so the data loss normally stays isolated only to the effected files.

I have been spot checking the data on the DVR and checking the logs for any issues and everything seems stable.

Only issue of note is source 9 may have dropped out over the weekend once or twice. It looks like it disconnected on the 24th around 21:08:39 UTC for about 45 seconds and then again on the 25th around 01:56:36UTC for about 15 seconds according to the logs. Not sure if someone was working on the source at those times or if something else went on. From my end I cannot tell the difference between the source stopping or if their was high packet loss. Since the other sources seem un-effected without further info I would assume the issue is on the source side. Is source 9 a different encoder than the rest of them by chance?

Aaron

From: Andrew Stavro [REDACTED]

Sent: Sunday, April 25, 2021 3:38 PM

[REDACTED]

Subject: Re: Streaming Logistics

Aaron,

Thank you for the information and clarity. If there is a loss of stream and the file can no longer record, does it scramble everything that has been recorded to that channel or does it close the file and keep what it has. Or, is it starting new files every so often so that if there was a data loss it only effects the latest file but everything before that is okay? And if so, do you know the interval for new files?

I think our plan to run records locally as a backup protects us against the data droppage. But if a file has been recording for 4 days and something happens and all the video is lost for the 4 days then we need to shift back to being the primary. We are just blasting through morse data than I anticipated. Already at 14TB 5 days with the 12 cameras(we are Iso-ing the quad feed).

I too have been pleased with the stability of the SRT streams. We do have two fiber lines feeding us from two different cable providers and one if set as failover so we are pretty solid, but, you never know.

Andrew Stavro [REDACTED]

From: Aaron Cornils [REDACTED]

Date: Sunday, April 25, 2021 at 2:02 PM

[REDACTED]

Subject: Re: Streaming Logistics

Hi All,

So I have had the DVR running on the server since we started. The system will record any active feed being transcode i.e. I'm recording all variant streams for all 9 sources.

My only concern here is their is no redundant stream source so if anything happens in the transmission process between the source and final encoded output it could cause data lose. Possible issues could be internet packet lose, crashed source encoders, lose of power, server failure. Most of these issues are not overly likely and so far everything seems stable and working well. The mostly like thing to cause an issue would be internet packet lose. We are transmitting using SRT which mitigates this kind of issue but if

something should happen out of our control on the internet that would cause more packet loss than protocols can recover that would be an issue.

I only bring all this up so everyone understands that this setup as is cannot guarantee complete 100% up time. I have complete confidence that the system can preform with out issue but sometimes things happen that cannot be predicted or covered for especially when data is going over the public internet.

Also, please keep the following in mind as well. I have never used these particular encoders with out streaming infrastructure so I don't know if we could run into any unexpected issues with long running records. I have had issues in the past with encoders that have to much timing drift in them and after a while the drift becomes to great and I have seen it corrupt the recording to the point they are no longer usable. This sort of issue on this setup is probably unlikely. I just want to make everyone aware of potential pit falls if the complete integrity of the DVR content is a must.

That all being said everything so far has been working well and I haven't see any issues logged yet that indicates any stability issues so far. ie no errors with encoding, transport, or ability to write the data to disc for the DVR.

As for getting the data back to you we certainly can figure that out and it shouldn't be an issue. We can discuss more what method for doing that might work best for you. Just for reference we are looking at around 1.3TB of day per day of recording. My volume limit is 16TB so probably late next week I will need to swap recording locations to a new volume. At which point I can mount the full drive to a different server and start transferring the data out. My thought would be to use ffmpeg to turn the recordings into one hour long MP4s.

Happy Jump on a call tomorrow if need and discuss options for getting you the recorded content and or discuss any other topics of concern.

Side note I do have a second server ready to go that could do backup recordings if needed. We would just need the source streams pushed to both servers at the same. This second location would provide redundancy but could still be effected by any single point of failure on the source side. I.E. encoder, network connection, isp issue, power ...

Aaron

From: Andrew Stavro [REDACTED]
Sent: Sunday, April 25, 2021 11:57:57 AM

[REDACTED]

Subject: Re: Streaming Logistics

Aaron,

Thank you and your team's help with the AZ Audit thus far. Quick question, the capture you are doing to your servers is more efficient than my local records. Long story short,

we are trying to reduce data storage here and are considering using our local records purely as a back-up to internet outages. That means I would start overwriting disks in a similar fashion as a video security system does vs. archiving them as long term storage. I would hold content for about 12 hours then over write the disk.

For me to proceed with this Doug would just like confirmation that you are in fact capturing our 9 streams and archiving them and will make them available to Doug before those drives are erased, as he will need that footage in the future. I know we have chatted back in forth over the text about this and this is pretty much the plan, but I want to get everyone in the loop and Doug needs confirmation from your team that this is acceptable.

Again, you have been a huge help and I can't thank you enough for making the streaming process so straight forward.

Thank you

Andrew Stavro [REDACTED]

From: Charles Herring [REDACTED]
Date: Tuesday, April 13, 2021 at 1:40 PM

[REDACTED]

Subject: RE: Streaming Logistics

I'll have an invite sent out to all for Thursday 1:30 pm Eastern, 10:30 am Pacific.

The call in number: [REDACTED]

Topic: Live streaming of audit

Charles Herring

Cell: [REDACTED]

From: Andrew Stavro [REDACTED]
Sent: Tuesday, April 13, 2021 1:25 PM

[REDACTED]

Subject: Re: Streaming Logistics

I'm good anytime. Sooner the better

Andrew Stavro [REDACTED]

From: Douglas Logan [REDACTED]
Date: Tuesday, April 13, 2021 at 12:52 PM

[REDACTED]

Subject: RE: Streaming Logistics

Adding Andy to this thread, who is our local vendor who is helping with the streaming.

I can be available at 1:30pm EST on Thursday; but if we're able to have this call earlier I'd appreciate it. I'd love to get all these details ironed out as soon as possible. I'm willing to move other commitments to make that happen.

Thanks,
Doug Logan
Chief Executive Officer
Cyber Ninjas

[REDACTED]

From: Charles Herring [REDACTED]
Sent: Tuesday, April 13, 2021 12:10 PM

[REDACTED]

Subject: RE: Streaming Logistics

May I suggest a follow-up call this Thursday, 1:30 pm Eastern / 10:30 am Pacific ? Aaron Cornils will lead from a technical standpoint on behalf of Herring Networks dba OAN.

Kind regards,

Charles

From: Christina Bobb [REDACTED]
Sent: Tuesday, April 13, 2021 8:49 AM

[REDACTED]

Subject: Streaming Logistics

Gentlemen,
Thank you for the call today. Doug, if you could please add your vendor to this chain, I'll coordinate a time for another follow up call. Thank you!
Christina

Christina Bobb
One America News

[REDACTED]

Doug

From: Aaron Cornils <[REDACTED]>
Sent: Wednesday, May 5, 2021 5:59 PM
To: 'Andrew Stavro'
Cc: Darian Holland; Robert Herring; Bobby Herring; Douglas Logan; Charles Herring; Christina Bobb
Subject: RE: Streaming Logistics

Also link to linux time code convert I use.

Aaron

From: Andrew Stavro <[REDACTED]>
Sent: Monday, April 26, 2021 11:18 AM
To: Aaron Cornils <[REDACTED]>
Cc: Darian Holland <[REDACTED]>; Robert Herring <[REDACTED]>; Bobby Herring <[REDACTED]>; Douglas Logan <[REDACTED]>; Charles Herring <[REDACTED]>; Christina Bobb <[REDACTED]>
Subject: Re: Streaming Logistics

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[REDACTED]

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The call in number: [REDACTED]

Topic: Live streaming of audit

Charles Herring

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Subject: Re: Streaming Logistics

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[REDACTED]

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Thanks,
Doug Logan
Chief Executive Officer
Cyber Ninjas

From: Charles Herring <Charles@oann.com>
Sent: Tuesday, April 13, 2021 12:10 PM
To: Christina Bobb <Christina.Bobb@oann.com>; Douglas Logan <dlogan@cyberninjas.com>; Aaron Cornils

< [REDACTED]

Subject: RE: Streaming Logistics

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Kind regards,

Charles

From: Christina Bobb < [REDACTED] >

Sent: Tuesday, April 13, 2021 8:49 AM

[REDACTED] Cornils

Subject: Streaming Logistics

Gentlemen,

Thank you for the call today. Doug, if you could please add your vendor to this chain, I'll coordinate a time for another follow up call. Thank you!

Christina

Christina Bobb

One America News

[REDACTED]

From: Fifield, Jen [REDACTED]
Sent: 9/3/2021 3:02:43 AM
To: Douglas Logan [REDACTED]; Rod Thomson [REDACTED]
Subject: RE: story about Cleta Mitchell

Attachments: [image001.png](#)

Just one follow-up... My main question is actually whether Cyber Ninjas paid all three subcontractors (Wake, StratTech, and CyFIR) directly, and how much. Is this additional money from the escrow account right here, on top of what Cyber Ninjas paid them?

Just that answer alone would help considerably.

Thanks,
Jen

From: Fifield, Jen
Sent: Thursday, September 2, 2021 8:27 PM
To: [REDACTED] Rod Thomson [REDACTED]
Subject: story about Cleta Mitchell

Hi Doug and Rod,

I'm writing a story about Cleta Mitchell's involvement in managing an escrow account to pay contractors for the audit. Here's what we see in the documents and what Randy Pullen told me tonight, please let me know if you would like to comment or correct anything here, questions in parenthesis. **Please get back to me by noon Florida time tomorrow.**

- Cleta Mitchell set up an escrow account to collect funds to pay for the audit
- She involved a group called American Voting Rights Foundation (Do you know who this is?)
- Randy Pullen told me that Mitchell sought outside funds to bring into this account. He indicated that Cyber Ninjas did not take the \$5.7M it was given from outside groups and put it in this account. He said this is separate money from other funders.
- The group paid or is paying about \$1 million, divided by \$500,000 to CyFir, \$250,000 to StratTech and \$250,000 to Wake.
- Randy Pullen said that Mitchell brought in the money to this account separate from the Senate/Cyber Ninjas
- Pullen said he wasn't sure what Cyber Ninjas spent the \$5.7M on. He said he knew that more than \$2M went to technology. (Could you provide more details about what your money went to?)
- A settlement agreement was reached in late July between Cyber Ninjas, Wake TSI and the managers under Wake. The agreement said that Wake hadn't paid its managers yet, and that money would come from the escrow account – at least \$270,000 to at least 41 people (Is there a third round of people to be included in this? If so, how many and for how much?)
- Pullen told me that Cyber Ninjas paid Wake already what was under the original contract. (Is this correct?)
- (Why is it that Wake didn't pay its managers? Did they pay any people who contracted with them? Did the work expand what was initially expected/take more people than expected and that's why they didn't have enough to pay them?)

Thanks,
Jen

Jen Fifield
Phoenix & Maricopa County Reporter
The Arizona Republic

azcentral.

PART OF THE USA TODAY NETWORK



azcentral.

From: David A. Graham [REDACTED]
Sent: 4/1/2021 12:36:51 PM
To: Douglas Logan [REDACTED]
Subject: The Atlantic: Maricopa County elections audit

Hi Doug,

I hope you're doing well. I'm a reporter with The Atlantic, hoping to speak with you about Cyber Ninjas and the Maricopa County elections audit. You can reach me here or at 330 805 0908.

Cheers,

David

--

David Graham
Staff Writer, The Atlantic

[REDACTED]

From: Becker, Stephanie [REDACTED]
Sent: 4/5/2021 3:58:15 PM
To: Douglas Logan [REDACTED]
Subject: CNN Re: Maricopa County

Mr. Logan,

I believe we messaged through your website last week. You suggested I reach out to your PR company for any questions. So far, no response. So, I am reaching out again in light of Maricopa County's letter explaining how they would not be providing you information you requested for the recount. I'm curious about how you will make this all work and the nuts and bolts of process and you feel about getting caught up in this brouhaha.

Thank you!

Stephanie Becker
CNN Producer
[REDACTED]

From: Jeremy Duda [REDACTED]
Sent: 4/6/2021 11:39:39 AM
To: Douglas Logan [REDACTED]
Subject: Arizona election audit

Mr. Logan,

I understand that you released a statement today regarding questions surrounding your company's involvement in the Arizona election audit. Could you please provide me with a copy of that statement?

--

Jeremy Duda

Arizona Mirror
Associate editor
Cell: [REDACTED]

From: Resnik, Brahm [REDACTED]
Sent: 4/6/2021 3:43:38 PM
To: Douglas Logan [REDACTED] >
Subject: Seeking comment on cease-and-desist letter
Attachments: [pastedImagebase640.png](#)

Good afternoon Mr. Logan,
I cover politics for the NBC affiliate in Phoenix.
I would be grateful for your response to these questions:

-I am told the cease-and-desist letter linked below was sent to you today. Can you respond to the claims in the letter?

<https://bit.ly/39IUBlr>

-The Twitter link below contains a statement attributed to you. Can you confirm this is your statement and can you email the entire statement?

https://twitter.com/Garrett_Archer/status/1379445539951894528

Best,
Brahm

Brahm Resnik
Anchor/reporter
Host, "Sunday Square Off"

12 NEWS/KPNX-TV
200 E. Van Buren Street
Phoenix, AZ 85004-2238





From: Becker, Stephanie [REDACTED]
Sent: 4/7/2021 2:01:52 PM
To: Legal [REDACTED] Douglas Logan [REDACTED]
Subject: CNN Query

Doug,

I have reached out to Rod Thomson, but haven't had any luck. Could you forward me the release dealing with the controversy over the contract for the Arizona election audit?
Thanks!

Stephanie Becker
CNN Producer
[REDACTED]

From: Jeremy Duda [REDACTED] >

Sent: 4/7/2021 5:02:29 PM

To: Douglas Logan [REDACTED]; Rod Thomson [REDACTED]

Subject: Expected results

Section 4.2 of the Statement of Work for the Arizona election audit states that the Vote Count & Tally Phase may help detect "Counts that do not match the expected results," and Section 4.4 states that in the Reported Results Phase "results from all phases are compared against those expected results and those results which were publicly totalled as the official results to identify any inconsistencies."

What are "expected results?" Whose expectations are these and why are the official results and/or audit findings going to be compared to them?

--

Jeremy Duda

Arizona Mirror
Associate editor

Cell: [REDACTED]

From: Jeremy Duda [REDACTED]
Sent: 4/8/2021 2:27:45 PM
To: Douglas Logan [REDACTED]; Rod Thomson [REDACTED]
Subject: Sidney Powell election fraud document

There is a document on Sidney Powell's website titled "Election Fraud Facts & Details" that, according to the metadata embedded in the document, was authored by Doug Logan. The document casts a number of aspersions on Dominion Voting Systems, including suggesting that the People's Republic of China could be using the machines to subvert the U.S.

Mr. Logan, considering your advocacy for such claims against Dominion (which are, of course, the subject of several defamation suits the company has filed, including against Ms. Powell), should you have a role in examining or auditing the Dominion machines used by Maricopa County in the 2020 election?

My deadline for this story is around 3 pm Arizona time (6 pm EST).

<https://www.sidneypowell.com/election-evidence-2020>

<https://static1.squarespace.com/static/5e80e0d236405d1c7b8eaec9/t/5ff7798ed96e7c4b0f19da30/1610054030411/Election-Fraud-Facts-Details.pdf>

--

Jeremy Duda

Arizona Mirror
Associate editor
Cell: (602) 315-3108

From: Jeremy Duda [REDACTED]
Sent: 4/9/2021 2:28:52 PM
To: Karen Fann [REDACTED]
Cc: Mike Philipson [REDACTED]; Dajana Zlaticanin [REDACTED]; Ken Bennett [REDACTED]
Subject: Re: Doug Logan and Sidney Powell [REDACTED]; Douglas Logan [REDACTED]; Rod Thomson [REDACTED]

Attachments: [image003.jpg](#)

For Mr. Logan,

There are a number of things that have been shown to be inaccurate or without any supporting evidence. For example, Dominion's defamation suit against Ms. Powell disputed the claim that Smartmatic provided its software or had anything to do whatsoever with its software. The claims of Chinese ownership or investors in Dominion have been debunked. The claim that Eric Coomer told antifa activists that Dominion would make sure Trump didn't win is highly disputed and also the subject of a defamation suit. Even the activists who first made that claim said only that it was made by someone identified as "Eric from Dominion."

You mentioned that every item in that document has supporting evidence. Yet the Dropbox link at the top of the document, which for most of yesterday was still active, has been deleted. Why was that link deleted?

You said, "Just because a company has foreign connections doesn't mean that those connections were used inappropriately." Yet you included those connections in a document titled, "Election Fraud Facts & Details."

Also, which senators did you compile this information for, and who asked you to do this?

On Fri, Apr 9, 2021 at 9:58 AM Karen Fann [REDACTED] wrote:

Jeremy, Here is the reply to your question.

In January, I was asked to put together information for the US Senate to help senators who wanted to either object to the certification of the election; or get evidence into the official record to show some of what had been found. With the US Senate there was a specific concern about national security, and so I was asked to put specifically put in any evidence that could support a national security concern.

Every item in that document is supported by evidence numbered the same way which is included in the linked zip file that is on dropbox. This includes articles, affidavits, government filings, and similar data. I gave this document to a former NSA friend who I had been working closely with in researching all of the election integrity issues. He gave it to an attorney who is on the Sidney Powell team. If I remember correctly, she used to work in the white house and had the US Senate connections. I didn't know that a copy of this had made it to Sidney Powell's website; but yes, it is something I assembled together. Some of it is based on my own research, but quite a bit is information I got from other people but personally vetted.

If anything in that document is proven inaccurate, I can probably ask that it be removed; but I think you'll find that all those claims are supported in the manner listed and I don't mind she has it posted. Just because a company has foreign connections doesn't mean that those connections were used inappropriately; but if that company creates voting equipment those connections most definitely should be looked into. I very much support that everything governing the way our elections are run be looked into; and that we fully audit the results. There are a lot of election anomalies that need a proper explanation for the American people to have confidence in their elections. To that end I have worked with a lot of people; many of them who have opinions and beliefs I do not agree with. However, you don't get things done by focusing on what you disagree with. You get things done by focusing on what you agree with. I will work with anyone who I feel is genuinely seeking for more transparency and accountability in our elections. The media may think this is some bad idea; but this used to be the way our country operated. Its also the most skeptical person who makes the best auditors; not the person who thinks it is impossible to find anything.

Thanks,

Doug Logan

Chief Executive Officer

Cyber Ninjas

(o) [REDACTED]

AMERICAN
OVERSIGHT

AZ-SEN-21-0466, 21-0473, 21-0477, 21-0480, 21-0481-M,
21-0472, 21-0476-N, 21-0465, 21-0468, 21-0469-O, 21-0640-Q-000102



Karen Fann

President of the Senate

Tel: 602.926.5874

From: Jeremy Duda [REDACTED]
Sent: Thursday, April 8, 2021 2:17 PM
To: Karen Fann [REDACTED]; Mike Philipsen [REDACTED]; Dajana Zlaticanin [REDACTED]
Subject: Doug Logan and Sidney Powell

There is a document on Sidney Powell's website titled "Election Fraud Facts & Details" that, according to the metadata embedded in the document, was authored by Doug Logan. The document casts a number of aspersions on Dominion Voting Systems, including a suggestion that the People's Republic of China could be using the machines to subvert the U.S., and claiming that Dominion's software originated in Venezuela with Smartmatic, a claim that is part of Dominion's defamation suit against Powell.

President Fann, were you aware of this information? Does this not call into question Mr. Logan's credibility and objectivity for conducting an audit of the same Dominion machines that he has disparaged? Do you have any concerns about hiring an auditor who will begin his work with so many preconceived notions about what he'll find?

<https://www.sidneypowell.com/election-evidence-2020>

<https://static1.squarespace.com/static/5e80e0d236405d1c7b8eaec9/t/5ff7798ed96e7c4b0f19da30/1610054030411/Election-Fraud-Facts-Details.pdf>

--

Jeremy Duda

Arizona Mirror

Associate editor

Cell: [REDACTED]



Virus-free. www.avast.com

--

Jeremy Duda

Arizona Mirror

Associate editor

Cell: [REDACTED]

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21-0472, 21-0476-N, 21-0465, 21-0468, 21-0469-O, 21-0640-Q-000103



From: Jeremy Duda [REDACTED]
Sent: 4/12/2021 3:44:57 PM
To: Rod Thomson [REDACTED]; Douglas Logan [REDACTED]; Mike Philipsen [REDACTED]; Karen Fann [REDACTED]; ArizonaAudit [REDACTED]
Subject: Fwd: Antrim County Audit provides insight into Likely Maricopa Results

This email from state Rep. Mark Finchem makes some very specific statements about Doug Logan and Cyber Ninjas' role in the Antrim County report. I've included the except regarding Mr. Logan and Cyber Ninjas below, and I've forwarded the email in its entirety. Can you confirm or deny the following statements that Rep. Finchem made about Mr. Logan and/or Cyber Ninjas' role in the report?

Key Findings by audit contractor Cyber Ninjas:

- Microsoft SQL Management Tools were installed on EMS Server. **This software is not on the EAC's approved list for certified systems.** This software makes it easy to directly edit entries within the election database and breaks the election chain of custody.
- No ballot images on Compact Flash drives which breaks the election chain of custody.
- Windows Event logs have been deleted which breaks the election chain of custody.
- Election Management System logs have been deleted which breaks the election chain of custody.
- Result Tally and Reporting application can be used to insert manual vote count totals rather than importing the results from a tabulator. Lack of logs prevents ability to discern whether or not fraudulent activity occurred but lack of chain of custody is sufficient reason to decertify the election results.
- Credential reuse appears to be standard practice. Sloppy security regarding user credentials impairs ability to trace what log evidence remains to a specific user.
- DVS Adjudication Services had been installed on April 10, 2019 but was later removed on September 3, 2019. This is consistent with the Antrim County Clerk assertion that all November 2020 election adjudication was performed manually. It is unclear whether or not the machines were tested using this new software configuration before the November 3, 2020 election.
- There was no source-code encountered on any of the compact flash drives, or on any of the forensic images captured. Only compiled programs were deployed on these systems. Therefore, the TRO regarding the ASOG Report should be lifted.

From: "State Representative Mark Finchem, LD-11" [REDACTED]
Date: April 11, 2021 at 9:06:11 AM MST
To:
Subject: Antrim County Audit provides insight into Likely Maricopa Results
Reply-To: [REDACTED]



The Frontline Legislative Journal

April 11, 2021- "After exhausting every legal dodge attempt possible, the Maricopa County Supervisors finally got the message... or did they? Now the Maricopa Supervisors are attempting to undermine the audit by refusing to allow the auditors on-site access to inspect the suspect equipment used to count votes. Come hell or high water, we will have this audit. This isn't their election, it belongs to the PEOPLE." -**Representative Mark Finchem, Arizona, Legislative District-11**

In this edition...

- * Mark Finchem files bid for Secretary of State, and the left goes berserk
- * Senate Forensic Audit stalled by MCBOS bad behavior & "[Protect Democracy](#)"
- * Note from a Democrat constituent on leftist lack of reason, NO VACCINE PASSORTS
- * SB-1485 Cleans up the Early Voter List, SB-1713 adds ID requirements ballot envelopes
- * Radical LEFT RECALL Petitions, Guardian Defense Fund & FightBack.network
- * Legislation to combat Democrat power grab attempt "H.R.1" under review

The Democrat narrative is crumbling, but the silk-stocking K Street narrative has the PEOPLE. For more rights to scrutinize DHS, ELI, FBI, is leading to a

AMERICAN
OVERSIGHT

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21-0472, 21-0476-N, 21-0465, 21-0468, 21-0469-O, 21-0640-Q-000105

overwhelming call for election processes reform. In our sister state of Georgia, where election fraud has been proven, major corporations are punishing state representatives who try to improve election security with threats of economic sanctions.

The Arizona Senate contract auditors have been threatened with legal action by the radical leftist law firm Perkins Col, which tells us all that the left is terrified we will finally learn the truth. The more the Arizona House and Senate work to end voter nullification through fraud, the greater the hue and cry from Democrats and their fact denying sycophant media. **Nullification of legal votes must end!** Nullification is the disenfranchisement of legal voters by those who vote illegally.

Share and Help Others Subscribe

MARK FINCHEM

SECRETARY OF STATE

WE HAVE A LOT OF WORK TO DO!

Dr. Martin Luther King Jr. is credited with saying, **"Injustice anywhere is a threat to justice everywhere..."** The People of Arizona are entitled to fraud-free elections and an open, transparent system where scrutiny is not blocked, but welcome. There is a sense of injustice across Arizona, indeed across America.

"I am running for Secretary of State because I am tired of fringe elements of the radical left manipulating our elections through purposefully loose mail-in voting ballot controls, un-monitored drop boxes that interfere with ballot chain-of-custody, "Zuckerburg bucks" that placed a special interest thumb on the scale of partisan elections, and the theft of votes through "tabulation" vote counting machines. We need to clean up the Secretary of State's office once and for all." - Rep. Mark Finchem

Here is what you can do to help me...

1. Visit VoteFinchem.com and sign my nomination petition (link at the top)
2. While at the site, click "Contact Us" and tell me if you want to help
3. Indicate if you want a yard sign, will circulate petitions, make phone calls or text friends
4. Host an event, you can get it on the calendar
5. Make a contribution, campaigns cost money, and this will cost over \$1,000,000 to get done

Finally, the fake news abounds; the rumor that Rep. Finchem will resign to avoid being recalled is a fantasy that the Democrats are engaged in. You know you are over the target by the amount of fire you are taking from those who are attacking you.

To the fact deniers, it's time to face a little truth.



UPDATE: "THE CIRCUS NEVER ENDS IN ARIZONA"

Jim Hoft at the Gateway Pundit reports on Wednesday April 7, *"The circus never ends in Arizona as now law firms are threatening suits against the auditors selected by the Arizona Senate to audit the questionable results in Maricopa County from the 2020 Election."*

AZ-SEN-21-0466, 21-0473, 21-0477, 21-0480, 21-0481-M, 21-0472, 21-0476-N, 21-0465, 21-0468, 21-0469-O, 21-0640-Q-000106

There really must be some bad stuff lingering in the results of the 2020 Election in Maricopa County because the Democrats and the county's Board of Supervisors are doing everything they can to prevent an adequate audit of the results in the county."

The threat of legal action is intended to squelch legitimate oversight after the fact, meaning after the election. [In a letter emailed Tuesday](#) to the Senate's hired auditors, attorneys for the non-profit voting-rights group [Protect Democracy](#) and three Phoenix firms warn that the auditors' plan to knock on doors to search for voters likely violates state and federal law. The lawyers say lawsuits could follow if the audit proceeds as planned. You can read the full article at [GWP](#).



WILL ARIZONA SEE SIMILAR AUDIT RESULTS?

Events in Antrim County, Michigan provide important insight into what is likely to play out in Maricopa County, Arizona over the next 60-days, and why the left is pulling out all the stops **to make the Arizona Forensic Audit go away**. This summary is provided by Sen. Pat Colbeck, Rep. Finchem's counterpart in Michigan.

Here is the time line:

November 23, 2020: Complaint was filed by [Matt DePerno](#) on behalf of Antrim County resident Bill Bailey. [Case 2020-9238 CZ](#) was opened. *NOTE: You can follow the [status of Case 2020-9238 CZ](#) from the court website.*

December 9, 2020: [Michigan Secretary of State Jocelyn Benson intervenes on behalf of Antrim County Clerk Sheryl Guy](#). By intervening in the case, the MI Secretary of State opened the door to "discovery" regarding the Secretary of State's role in the Antrim County election.

March 16, 2021: Subpoenas were issued to the clerks for the following counties: Antrim, Barry, Charlevoix, Grand Traverse, Kent, Livingston, Macomb, Oakland, and Wayne.

April 12, 2021: Hearing scheduled to compel recipients of subpoenas to comply with requests.

June 8-9, 2021: Non-Jury Trial for court case scheduled.

The Hon. Kevin A. Elsenheimer, judge in this Michigan case is a PATRIOT!

Key Findings by audit contractor Allied Special Operations Group:

- Results of Antrim County 2020 election are not certifiable
- Error rate of 68.05% observed when Federal Election Commission guideline is 1 in 250,000 ballots (0.0008%). Tabulation log from December 6, 2020 contains

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15,676 individual events of which 10,667 were recorded errors. These errors occurred AFTER the Antrim County Clerk provided a re-provisioned CF card with uploaded software for the Central Lake Precinct on November 6 proving that the [MI Secretary of State Antrim County Statement](#) was false.

- Errors result in need for adjudication. Adjudication can be altered by administrators and adjudication files can be moved between different Results Tally and Reporting (RTR) terminals with NO audit trail of which administrator actually adjudicates the ballot batch
- On November 21, 2020 an unauthorized user unsuccessfully attempted to zero out election results.
- Election Event Designer Log shows that Dominion ImageCast Precinct Cards were programmed with new ballot programming on 10/23/2020 and then again on 11/5/2020. This violates the 90-day Safe Harbor Period which prohibits changes to election systems, registries, hardware/software updates without undergoing recertification. The only reason to change software AFTER the election would be to obfuscate evidence of fraud and/or to correct program errors that would de-certify the election.
- Dominion ImageCast Precinct machines have the ability to connect to the internet
- Ranked Choice Voting module was installed and active as indicated in a log file. This feature allows users to allocate percentages of votes to candidates rather than simply tally up the votes for a given candidate.
- Ranked Choice Voting module enables fractional votes as witnessed in [another affidavit submitted by Russ Ramsland](#).

Key Findings by audit contractor Cyber Ninjas:

- Microsoft SQL Management Tools were installed on EMS Server. ***This software is not on the EAC's approved list for certified systems.*** This software makes it easy to directly edit entries within the election database and breaks the election chain of custody.
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THIS WEEK'S SHORT: WESTERN JOURNAL

Rep. Mark Finchem talks about the current state of the Maricopa Forensic Audit, his bid to replace the current Secretary of /state and more.



Graphic Credit: wow.com

HB-2190 PROTECTION FROM VACCINE PASSPORT PASSES

One thing we can all agree on, when it comes to personage, no government or government agent has the right to inject anything into our bodies that we do not want in them. The notion of "vaccine passports" came on fast and furious, and should give everyone pause for why. The never consistent Dr. Anthony Fauci and USCDC have shown that they cannot be relied upon for recommendations founded in real science but instead, pseudo-science. There are other effective treatments for viruses, and if we allow this to happen now, we are lost as a free people. In emails received by Rep. Mark Finchem this week, even critical thinking Democrats spoke out.

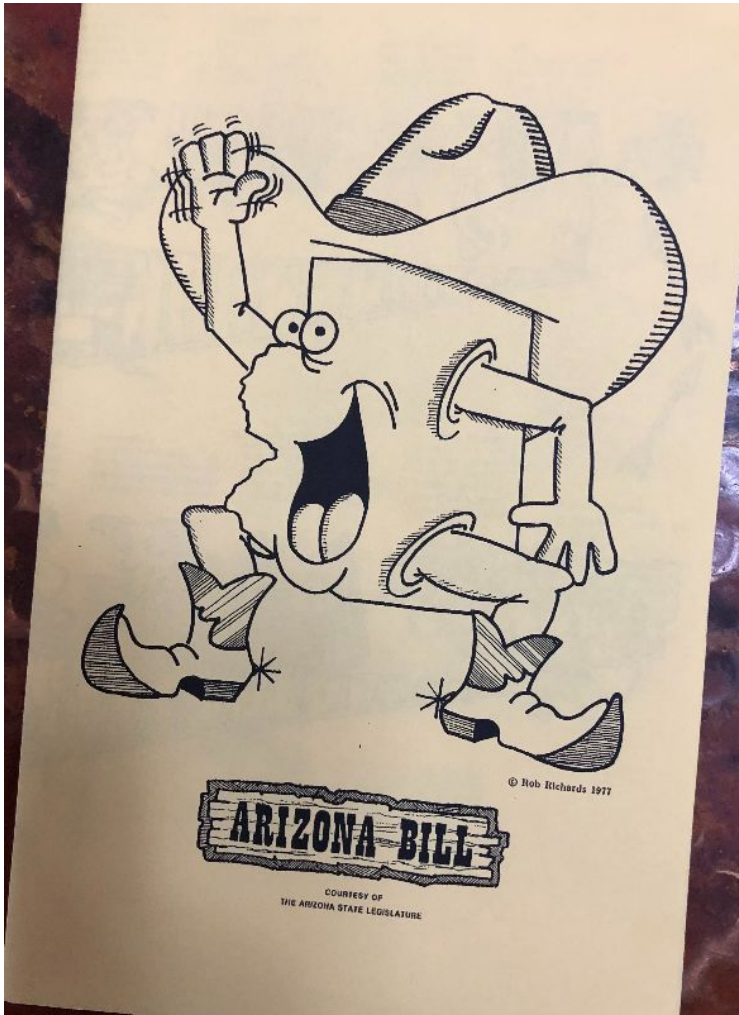
Note from a Democrat Constituent...

"As a registered Democrat, I was happy to know that HB 2190 passed in protecting Arizona residents from vaccine passport medical fascism, which is designed to limit our ability to freely move about in society. However, I was extremely disgusted to know that HB 2190 passed down party lines in a 6-4 vote. This is precisely the reason why I (a registered Democrat) voted completely for Republican candidates in the last election cycle.

The Democratic Party has completely and utterly failed me, and their "nay" votes on this bill are evidence of their deep seated corruption and stupidity. These Democratic legislators should be absolutely ashamed to not protect our sovereign and constitutional rights. Vaccine passports are a communist/fascist concept and go against the Nuremberg code.

The Democratic Party is sinking into an abyss and for those Democrats who voted against protecting our medical freedoms, you'll be voted out in the next fraudulent-free election cycle. To all of Republicans who still have a shred of integrity left to preserve our medical freedoms, I say thank you very, very much!" Concerned citizen, Jessica H.

AZ-SEN-21-0466, 21-0473, 21-0477, 21-0480, 21-0481-M,
21-0472, 21-0476-N, 21-0465, 21-0468, 21-0469-O, 21-0640-Q-000109



IMPORTANT BILL MOVEMENTS

SB-1485 Cleans up the Early Voter List

SB-1713 adds ID requirements ballot envelopes

HB-2111 Protects Arizonan's unfettered right to bear arms- **signed by the Governor!**



Join Mark Finchem on Gab & Telegram!

[@AZHoneyBadger](https://gab.com)

<https://t.me/MarkFinchemAZ> Mark Finchem



Two efforts concerning election integrity are currently being considered. One deals with removing people from the permanent early ballot list who have not used their early ballot for 4 consecutive elections. **Use it or lose it!** Unused ballots are a gold mine for fraud in the electoral system. **This bill is now in the House and expected to PASS**

Another bill deals with a prohibition of private funding to counties for elections (Zuckerberg election interference). When **private money infiltrates public elections**, the thumb of the left distorts the outcome. "But this is because the state doesn't give enough funding," they say. **Horse feathers! This bill is now in the Senate and expected to PASS**

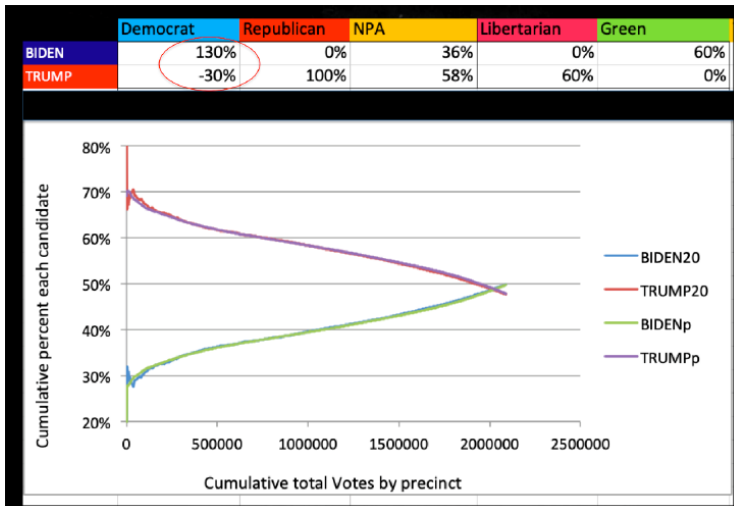
A third bill concerns the proper authority for elections, which is the state not the federal government. This is a resolution that would **notify Congress** that we assert our State of Arizona **Legislative authority over elections**. It is a direct response to the attempted takeover of Arizona's elections from HR 1. **This bill is now in the House and expected to PASS**

NOTE: Not many people know this, but when reading a bill that is going through the legislative process of amendment, the capitalized, blue letters are the proposed changes.

SB-1485 deals with removing people from the **permanent early ballot** list who have not used their early ballot for 4 consecutive elections. **Use it or lose it!** Unused ballots are a gold mine for fraud in the electoral system. **This bill is now in the House and expected to PASS**

HB-2569 deals with a prohibition of private funding to counties for elections (Zuckerberg election interference). When **private money infiltrates public elections**, the thumb of the left distorts the outcome. "But this is because the state doesn't give enough funding," they say. **Horse feathers! This bill is now in the Senate and expected to PASS**

HCR-2023 concerns the proper authority for elections, which is the state not the federal government. This is a resolution that would **notify Congress** that we assert our State of Arizona **Legislative authority over elections**. It is a direct response to the attempted takeover of Arizona's elections from HR 1. **This bill is now in the House and expected to PASS**



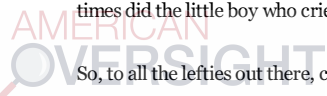
THE LEFT CAN'T EXPLAIN THIS

Everyone remembers the climax line from "A Few Good Men," when Jack Nicholson blurted out, "**YOU CAN'T HANDLE THE TRUTH!**"

Possibly the most damning evidence of systemic election fraud in Arizona, can't be explained by anything other than pure mathematical science. Dr. Shiva Ayyadurai's work likely the most important observation on whether the fraud is enough to tip the balance of the election results, and whether Arizona is slipping into the "blue state" status.

When the Democrats make claims that Representative Finchem is promoting "conspiracy theories," their attempt is revealed as nothing more than an attempt at marginalization. Any time the left makes the claim that there is a conspiracy, one has to ask, how many times did the little boy who cried wolf before he was disregarded?

So, to all the lefties out there, can you explain how a mathematical model used to explain



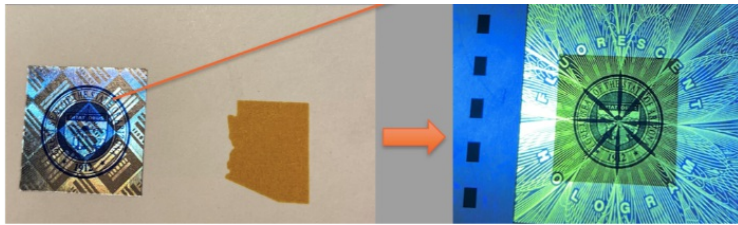
the actual results of the election can show anything other than fraud?



FIGHTING BACK AGAINST ALINSKY TOOLS OF THE LEFT

Guardian Defense Fund providing legal services to sue the Democrats for slander, libel and defamation of character. The first case involves Representative Mark Finchem, Elector Anthony Kern and Congressman Paul Gosar. Contributions of any size may be made at <https://fightback.network>

The truth is, **the left does not want free and fair elections.** They hate Rep. Finchem because he held a "Public Hearing on Election Integrity." They hate him because the Hearing Committee uncovered their election fraud and the scheme to steal Arizona's election. Now, they want to turn up the heat after making **false and malicious** claims to the FBI and DOJ, filing false and malicious ethics complains, and seeding false and malicious stories in the papers of record in Arizona.

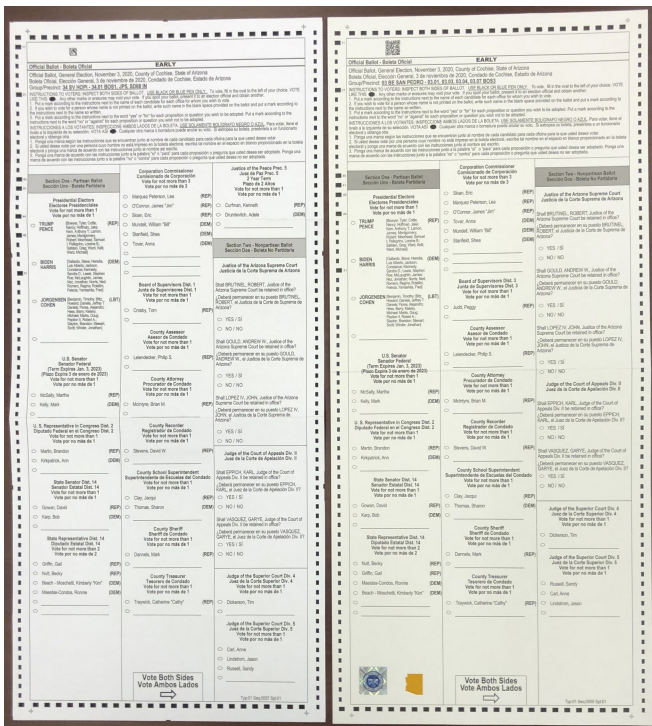


UPDATE: BALLOT FRAUD COUNTERMEASURES

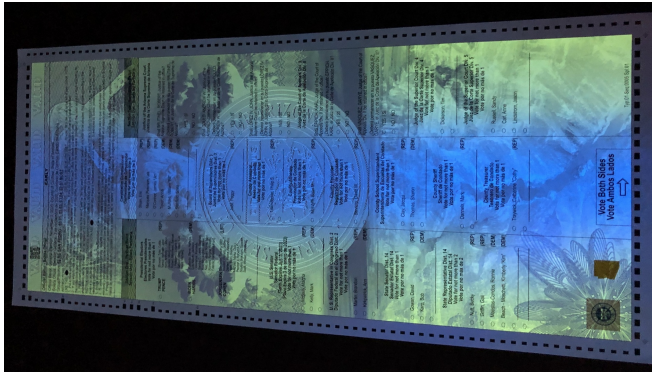
Please, write your Arizona Legislators and ask for them to thoughtfully consider this small step toward restoring confidence in our elections. You can reach members of the House and Senate at www.AZLeg.gov. Tightening up our election security through cost elective countermeasures is a move to protect the voting franchise, but some will portray it as voter suppression. **Fraudulent ballots that make their way into the election tabulation stream are a different kind of voter suppression, it is voter nullification.**

The Amendment brought by Representatives Joe Chaplik made it onto another election integrity bill and is now on the "Money Bill List" for appropriations. At about 20¢ a ballot, this form of fraud countermeasure is about as inexpensive as it gets. With voters expressing overwhelming support for the idea, we are ready to tighten up our elections security.

The \$1-Million annual appropriation will reimburse the counties for increased cost of ballot printing. Representative Mark Finchem says, *"Arizona is leading the nation on building a more trustworthy elections system. Ballot fraud countermeasures like these will likely become the **Gold Standard.**"*



To use this fraud countermeasure technology the Legislature will likely need to pass legislation requiring its use in all Arizona elections, and will need to appropriate 15¢ per ballot, which in 2020 amounted to approximately 5 Million ballots, and would have cost \$750,000.



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UPDATE: THE ALL-OUT ASSAULT ON YOUR VOTING FRANCHISE CONTINUES



The Gateway Pundit this past week reported on the Arizona Legislature's move to block the leftist radical agenda of Nancy Pelosi and Chuck Shummer to seize control of

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our elections.

[Read it here.](#)

H. R.1, which was passed out of the Congressional House of Representatives a few weeks ago would put into law all of the tactics that were used to invade our election in 2020. HCR-2023 reminds Congress that elections fall under state authority, and that H.R.1 is a serious infringement that the Arizona Legislature will oppose at every opportunity.

The power of State Legislatures was enshrined in the Constitution of the United States, [Article II, Section 1, Clause 2](#) for a reason. It is the states that gave enumerated power to Congress, and it is the states that knew this day would come, when the federal government attempted to take over the various states.

This is a serious encroachment into the authority of the State Legislatures!

Such actions as the promotion of private financing in public elections, like what multimillionaires and social media manipulators Mark Zuckerberg and Jack Dorsey did to **put thumb on the scales** of what should be **free and fair elections**.

To help combat this, Representative Jake Hoffman has introduced [HB-2569](#), which prohibits private funding in public elections. ***"It is the responsibility of State Legislators to properly fund elections, and that includes ballot chain of custody from printing to tabulation and security of the process of tabulation,"*** says Rep. Mark Finchem.



We have 21 Attorney Generals from around the nation who are leading the charge and have notified Congress that they would have none of it. Indiana Attorney General Todd Rokita, the lead AG, reminded Congress that it is the states that have authority over elections, and that enumerated powers are crystal clear. To read the full letter [click here](#). It blows away the entire premise of this BAD legislation.

THE BASICS

VOTE

HAND COUNT OF PAPER BALLOTS IS MOST SECURE

Tom Scott, Geek Speak translator, explains in plain English why the use of electronic voting machines is a bad idea.



GUARDIAN DEFENSE FUND FORMED, FINCHEM FILES FIRST IN A PLANNED SERIES OF DEFAMATION SUITS

On February 26, lawyers for Representative Mark Finchem filed suit in Yuma County Superior Court naming Representative Charlene Fernandez (D-LD-4) as respondent. The Guardian Defense Fund, which has filed for 501(C)(4) status (approval pending IRS action), has been established to pursue cases like this. Contribution to help fight back against the Saul Alinsky tactics of the left, and to challenge the slander, libel, defamation and uncalled for disparagement that the left uses so often to destroy people in pursuit of power. For more on the GDF and its work, visit FightBack.network

In a statement released on Friday February 26th, a spokesman for Rep. Finchem said, "We have filed the first suit in what will likely be a progression of suits to vindicate Representative Finchem, and restore his good name after the slander, libel and defamation that he has suffered; he is also seeking damages for the harm done to his reputation by the fallacious claims made in the letter signed by every one of Arizona's Democrat Senators and Representatives." The story was first broken by the Arizona Daily Independent, [link to the full story](#). Contributions to the Guardian Defense Fund may be made at <https://FightBack.network>

IT DIDN'T HAPPEN THE WAY THEY CLAIMED IT WOULD

The claims of hard left Democrats and their narrative of insurrection are falling apart. The occupation zone, also known as the U.S. Capitol, is still a militarized occupation zone. [Zero Hedge reports](#) reports, "First we had the hysteria over the violence we were told was likely to occur at numerous state capitols on Inauguration Day. "Law enforcement and state officials are on high alert for potentially violent protests in the lead-up to Inauguration Day, with some state capitols boarded up and others temporarily closed ahead of Wednesday's ceremony," [announced CNN](#). In an even scarier formulation, [NPR intoned](#) that "the FBI is warning of protests and potential violence in all 50 state capitols ahead of President-elect Joe Biden's inauguration."



YOU HAVE A RIGHT TO PRIVACY! ESPECIALLY IN CAMPAIGN GIVING IN A DAY WHEN PEOPLE ARE HARASSED BY THE LEFT

Campaign finance is a prickly issue. While the Democrats have become pros at sidestepping campaign finance laws, they seek to dox every individuals who gives to election campaigns of their opposition. "My colleague, Rep. Jake Hoffman (R-LD-12) introduced [HB-2723](#) to protect donors from harassment at work, home and while dining out. Representative Mark Finchem (R-LD-11) [spoke to the right to privacy in support of the bill](#).



Baker urged the states to prohibit certain practices. "They called on states to increase voter ID requirements; to be leery of mail-in voting; to halt ballot harvesting; to maintain voter lists, in part to ensure dead people are promptly removed from them; to allow election observers to monitor ballot counting; and to make sure voting machines are working properly." wrote Fred Lucas on November 20, 2020 for the [Daily Signal](#). While Democrats seem to have found all of the tactics in the report favorable for election of their candidates, the question remains, is theft of an election to acquire power the delegitimization of the entire process?

Representative Mark Finchem (R-LD-11) address that question [on the floor of the Arizona House](#).

VIDEOS YOU SHOULD CONSIDER WATCHING

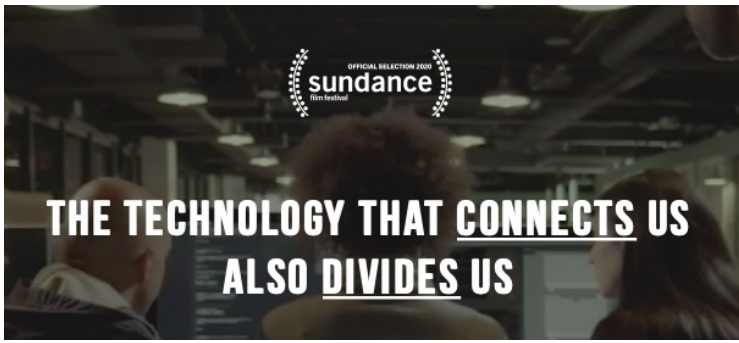


A REPUBLIC IF YOU CAN HANG ON TO IT

Why should we be so protective of the republican form of government? **It protects the voice of the minority!**

There has been much talk about elimination the Electoral Collage by the George Soros acolytes and silicon valley fools with more money than intellect. Spoiler alert, the checks and balances that the framers put into our Constitution remain the rival of attempts at self-governance worldwide, and the bane for those who wish to destroy what we have.

I urge you to watch **SAFEGUARD** from start to finish and then ask yourself, if the majority has free reign to run over the minority, how is that different from a socialist dictatorship? Imagine if we still had U.S. Senators elected by the states an not the people, maybe they wouldn't be so quick to rubber stamp out of control spending in D.C.



THE SOCIAL DILEMMA

Have you felt as though you've been manipulated into what to think? Have you found that you are addicted to looking at your phone every 30-seconds? Do you know there are some Big Tech insiders who refuse to let their children have mobile devices and cell phones?

This **MUST SEE MOVIE** titled "*The Social Dilemma*" can be found on Netflix. Warning, it will make your blood boil to hear how these whistle blowers describe how you are being manipulated to think what the Big Tech oligarchs want you to think.

The topic you ask?

Psychological manipulation by social media, and the story is told by insiders who are very publicly asking questions about the ethical behaviors of silicon valley oligarchs.



HOW TO STEAL AN ELECTION



Representative Finchem discusses the false accusations made against him and the planned defamation law suits against two Democratic members in the Arizona House and Senate. Supporters may contribute at FightBack.network

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THE EPOCH TIMES

MORNING BRIEF



RECOMMENDED READING...

If you are seeking an independent news source not afraid to call out media hypocrisy, and government delinquency. I recommend The Epoch Times. The [MORNING BRIEF](#) is a subscription service, much like the Wall Street Journal.

[Donate Here!](#)

Mark
FINCHEM
State Representative

[f](#)
[t](#)
[e](#)

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Visit <http://voteinchem.com/> for more information
Email Mark Finchem at MFinchem@azleg.gov
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A campaign banner for Mark Finchem, State Representative. The banner features a background of a desert landscape with red rock formations and a large American flag. The text "Mark FINCHEM State Representative" is prominently displayed in red and white. Social media icons for Facebook, Twitter, and Email are visible. A copyright notice and contact information are provided at the bottom.

--

Jeremy Duda

Arizona Mirror

Associate editor

Cell: (602) 315-3108

From: Jeremy Duda [REDACTED]
Sent: 4/19/2021 12:25:07 PM
To: Douglas Logan [REDACTED] >; Rod Thomson [REDACTED]
Cc: Karen Fann [REDACTED]; Mike Philipson [REDACTED];
Subject: Arizona audit funding

Mr. Logan,

Lin Wood confirmed to Talking Points Memo last week that you worked with him at his home late last year on an investigation into the 2020 election, information that the Arizona Senate had not disclosed to the public since announcing that you would lead its audit team for the 2020 election. That came on the heels of revelations that you've promoted allegations of fraud in the election, including on social media, through your company's work on the Antrim County report and by drafting a memo for senators who were planning to object to the certification of the Electoral College on Jan. 6.

Have you had any other involvement with investigations into the 2020 general election or allegations of election fraud, or have any other ties to the Stop the Steal movement? If so, what other such activities have you engaged in? Have you disclosed this information to the Senate?

It has also been reported that Mr. Wood, OANN's Chistina Bobb and others who have repeatedly promoted allegations of election fraud are partially paying for the Arizona Senate's audit through their associated nonprofit organizations, and that they will be paying the auditors directly, rather than through the Senate.

Will you publicly disclose who besides the Senate is paying you for your work on this audit and how much each person or entity is paying you? Do you have any contracts or other written agreements with entities or individuals besides the Arizona Senate for this audit? If so, will you provide me with copies of them?

--

Jeremy Duda

Arizona Mirror
Associate editor
Cell: [REDACTED]

From: Kyra Haas [REDACTED]
Sent: 4/19/2021 2:07:45 PM
To: Douglas Logan [REDACTED]
Subject: E&O insurance

Hi Doug,

My name is Kyra Haas, and I am a reporter with Arizona Capitol Times. I was reaching out to ask if you would share a copy of your E&O insurance policy for the Arizona audit. I asked the state Senate for it in a public records request but was told they didn't have a copy.

Thank you,
Kyra Haas

Kyra Haas
Reporter | Arizona Capitol Times
[REDACTED]

From: Jeremy Duda [REDACTED]
Sent: 4/19/2021 1:09:55 PM
To: Rod Thomson [REDACTED]
Cc: Douglas Logan [REDACTED]; Karen Fann [REDACTED]; Mike Philipsen [REDACTED];
Subject: Re: Arizona audit funding

So Mr. Logan is refusing to say who is paying for him to conduct an audit of the election in Maricopa County, or whether he has contracts with anyone of the other entities that are paying him for these services?

Does Mr. Logan not believe that the public has a right to know these things, considering that he's auditing a public election in which 2.1 million votes were cast? How is the public supposed to trust the outcome of this when we don't know who's paying him or what those payments might contractually obligate him to do?

On Mon, Apr 19, 2021 at 10:06 AM Rod Thomson [REDACTED] > wrote:

Jeremy,

Mr. Logan is focused on the audit, and ensuring that it is safe, accurate, transparent and accountable. He will not be commenting on other issues.

Rod Thomson I President

The Thomson Group

[REDACTED]
[REDACTED]

On Mon, Apr 19, 2021 at 12:25 PM Jeremy Duda [REDACTED] wrote:

Mr. Logan,

Lin Wood confirmed to Talking Points Memo last week that you worked with him at his home late last year on an investigation into the 2020 election, information that the Arizona Senate had not disclosed to the public since announcing that you would lead its audit team for the 2020 election. That came on the heels of revelations that you've promoted allegations of fraud in the election, including on social media, through your company's work on the Antrim County report and by drafting a memo for senators who were planning to object to the certification of the Electoral College on Jan. 6.

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--

Jeremy Duda

Arizona Mirror
Associate editor
Cell: [REDACTED]

--

Jeremy Duda

Arizona Mirror
Associate editor
Cell: [REDACTED]

From: Rod Thomson [REDACTED]
Sent: 4/19/2021 1:06:21 PM
To: Jeremy Duda [REDACTED]
Cc: Douglas Logan [REDACTED] >; Karen Fann [REDACTED]; Mike Philipsen [REDACTED]
Subject: Re: Arizona audit funding

Jeremy,

Mr. Logan is focused on the audit, and ensuring that it is safe, accurate, transparent and accountable. He will not be commenting on other issues.

Rod Thomson | President

The Thomson Group

[REDACTED]
[REDACTED]

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--

Jeremy Duda

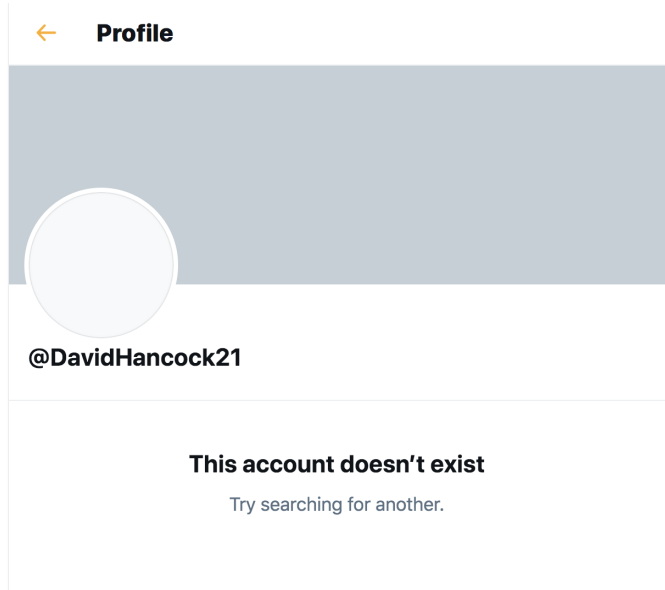
Arizona Mirror
Associate editor
Cell: [REDACTED]

From: Jeremy Duda [REDACTED] >
Sent: 4/20/2021 7:40:11 PM
To: Rod Thomson [REDACTED] >
Cc: Douglas Logan [REDACTED] Karen Fann [REDACTED]
Subject: Re: Ron Watkins

Attachments: [Screen Shot 2021-04-20 at 7.32.47 PM.png](#)

I'm aware that the account was deleted today. Are the claims that Mr. Hancock made about the aforementioned meeting accurate?

On Tue, Apr 20, 2021 at 4:38 PM Rod Thomson [REDACTED] > wrote:



Rod Thomson I President

The Thomson Group

[REDACTED]
[REDACTED]

On Tue, Apr 20, 2021 at 7:00 PM Jeremy Duda [REDACTED] wrote:
Mr. Logan,

A former associate of Lin Wood claims that you attended a meeting that included Mr. Wood, Sidney Powell and Ron Watkins, the man believed by many to be Q of the QAnon movement. Did you participate in this meeting? If so, what was the purpose of the meeting and what was discussed?

--

Jeremy Duda

Arizona Mirror
Associate editor
Cell: [REDACTED]

--

Jeremy Duda

Arizona Mirror
Associate editor
Cell: [REDACTED]



Profile



@DavidHancock21

This account doesn't exist

Try searching for another.

From: Alex Galbraith [REDACTED]
Sent: 4/26/2021 10:32:39 AM
To: Douglas Logan [REDACTED]
Subject: Questions for 'Orlando Weekly' re: audit

Mr. Logan,

I am an editor for *Orlando Weekly*. I'm writing a story about Cyber Ninjas involvement in the Arizona audit and I have a few questions for you.

Why did you believe that Cyber Ninjas was up to the task of election auditing, in spite of having no prior experience in such operations?

Do you not feel that your own support of election fraud narratives and Stop The Steal will color the results?

Thanks for your time,
Alex Galbraith
[REDACTED]

From: Jeremy Duda [REDACTED]
Sent: 4/26/2021 8:17:12 PM
To: Rod Thomson [REDACTED] >
Cc: Douglas Logan [REDACTED]; Karen Fann [REDACTED];
Subject: Re: Ron Watkins

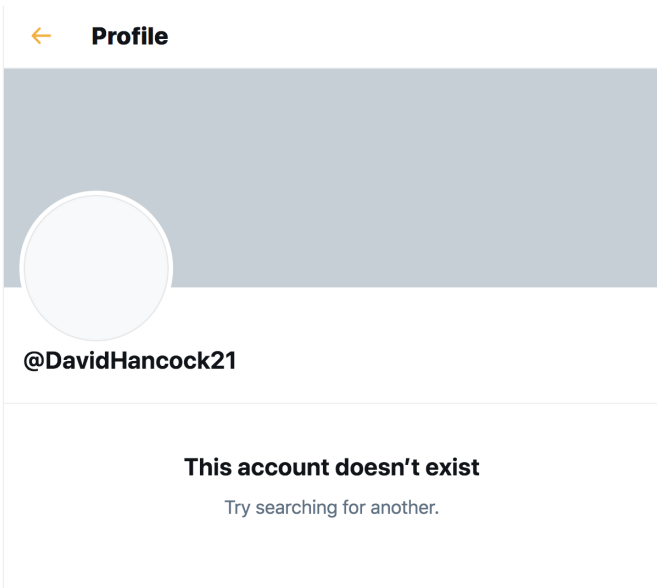
Attachments: [Screen Shot 2021-04-20 at 7.32.47 PM.png](#)

I need an answer on this by the end of tomorrow.

On Tue, Apr 20, 2021 at 4:40 PM Jeremy Duda [REDACTED] wrote:

I'm aware that the account was deleted today. Are the claims that Mr. Hancock made about the aforementioned meeting accurate?

On Tue, Apr 20, 2021 at 4:38 PM Rod Thomson [REDACTED] > wrote:



Rod Thomson I President

The Thomson Group



On Tue, Apr 20, 2021 at 7:00 PM Jeremy Duda [REDACTED] wrote:

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A former associate of Lin Wood claims that you attended a meeting that included Mr. Wood, Sidney Powell and Ron Watkins, the man believed by many to be Q of the QAnon movement. Did you participate in this meeting? If so, what was the purpose of the meeting and what was discussed?

--

Jeremy Duda
Arizona Mirror
Associate editor
Cell: [REDACTED]

--

Jeremy Duda
Arizona Mirror
Associate editor
Cell: [REDACTED]

Jeremy Duda

Arizona Mirror

Associate editor

Cell: [REDACTED]



Profile



@DavidHancock21

This account doesn't exist

Try searching for another.

From: Sullender, Andrew [REDACTED]
Sent: 5/10/2021 4:12:22 PM
To: Douglas Logan [REDACTED] GMAIL - Doug Logan [REDACTED]
Subject: Media Inquiry Chicago Sun-Times

Good afternoon,

I am a reporter for the Chicago Sun-Times. There have been reports that you and Cyber Ninjas are being advised by an Illinois man named Bobby Piton. Is Piton assisting you with the Arizona audit your company is working on? If so, how often have you spoken to him? Has he had any access to ballots or photos of ballots?

Best,
Andrew Sullender

From: Jeremy Duda [REDACTED] >
Sent: 5/10/2021 11:49:03 AM
To: Rod Thomson [REDACTED]; Douglas Logan [REDACTED]; Karen Fann [REDACTED];
arizonaaudit [REDACTED]; info@waketsi.com [REDACTED]
Subject: Re: Wake TSI elections experience

My deadline for this story is Tuesday morning.

Sent from my iPhone

On May 10, 2021, at 8:48 AM, Jeremy Duda [REDACTED] wrote:

I'm working on a story about Wake TSI and its background in elections work, and I was hoping some of you would be able to answer some questions for me.

When Senate President Fann announced her audit team, the press release said Wake had overseen recounts in Fulton County, Penn., and in New Mexico, and that some members of the company were involved in some kind of election fraud investigation with the FBI in 1994. Can you please elaborate on the company's experience in New Mexico and in this 1994 FBI investigation? Also, I understand that two state senators in Pennsylvania are the ones who asked officials in Fulton County to allow Wake to recount their ballots. How did wake come to be acquainted with Sens. Mastriano and Ward, and how did they come to recommend Wake to Fulton County?

The people leading the audit seem to be unaware of what experience Wake has outside of Fulton County, Penn., and Wake itself has refused to answer questions about what that experience is. It seems like this would be important information to provide to the public, considering that Wake is now counting nearly 2.1m ballots in Arizona and the people of the state are being asked to trust this company's work.

--

Jeremy Duda

Arizona Mirror

Associate editor

Cell: [REDACTED]

From: Jeremy Duda [REDACTED]
Sent: 5/10/2021 11:48:26 AM
To: Rod Thomson [REDACTED]; Douglas Logan [REDACTED]; Karen Fann [REDACTED]
arizonaaudit [REDACTED], info@waketsi.com [REDACTED]
Subject: Wake TSI elections experience

I'm working on a story about Wake TSI and its background in elections work, and I was hoping some of you would be able to answer some questions for me.

When Senate President Fann announced her audit team, the press release said Wake had overseen recounts in Fulton County, Penn., and in New Mexico, and that some members of the company were involved in some kind of election fraud investigation with the FBI in 1994. Can you please elaborate on the company's experience in New Mexico and in this 1994 FBI investigation? Also, I understand that two state senators in Pennsylvania are the ones who asked officials in Fulton County to allow Wake to recount their ballots. How did wake come to be acquainted with Sens. Mastriano and Ward, and how did they come to recommend Wake to Fulton County?

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--

Jeremy Duda

Arizona Mirror
Associate editor
Cell: (602) 315-3108

From: Gordon, Allison [REDACTED]
Sent: 5/19/2021 6:37:10 PM
To: Sales Department [REDACTED]
Cc: Press Contact [REDACTED]; Greene, Nyja [REDACTED]
Subject: Reaching out from CNN

Good evening,

My name is Alli Gordon and I am a producer for CNN. I hope this message finds you well.

Tomorrow we plan to cover the [recent Washington Post op-ed on the Arizona election audit](#). We would like to include a response from the Cyber Ninjas in our coverage.

Please feel free to provide a statement this evening to ensure we can include in our segment.

Thanks so much!

Alli Gordon
Editorial Producer
CNN Newsroom
[REDACTED]

From: Greene, Nyja [REDACTED]
Sent: 5/20/2021 6:52:22 AM
To: Gordon, Allison [REDACTED]; Sales Department [REDACTED]
Cc: Press Contact [REDACTED]
Subject: Checking back in on our request: Reaching out from CNN

Good Morning,

Just wanted to check back in on our request. We will be doing a segment on this with Jennifer Morrell who wrote the Op-Ed at 10:40am ET this morning and wanted to ask if you all would like to send us a statement from Cyber Ninjas that we can include in our segment? I can be reached at 917-703-5064. Sincerely, Nyja Greene, CNN Editorial Producer

From: Gordon, Allison [REDACTED]
Sent: Wednesday, 19 May 2021 6:37 PM
To: sales@cyberninjas.com
Cc: press@cyberninjas.com; Greene, Nyja [REDACTED]
Subject: Reaching out from CNN

Good evening,

My name is Alli Gordon and I am a producer for CNN. I hope this message finds you well.

Tomorrow we plan to cover the [recent Washington Post op-ed on the Arizona election audit](#). We would like to include a response from the Cyber Ninjas in our coverage.

Please feel free to provide a statement this evening to ensure we can include in our segment.

Thanks so much!

Alli Gordon
Editorial Producer
CNN Newsroom
[REDACTED]

From: Robinson, Courtney [REDACTED]
Sent: 5/23/2021 6:51:33 PM
To: Douglas Logan [REDACTED]
Subject: CBS Tampa

Attachments: [image001.png](#), [image002.png](#), [image003.png](#)

Hey Doug,

This is Courtney Robinson from 10 Tampa Bay (CBS) in Tampa. I'm hoping to connect with you about the audit in Arizona. I'd love to learn more about the technology you all are using and if Florida SOEs should be doing some of this testing in their post-election audits. You can reach me at 727-580-1291. Look forward to talking more.

Courtney

COURTNEY ROBINSON • Anchor/Reporter

[REDACTED]



VENTURE BEYOND THE HEADLINE.

11450 Gandy Blvd. St. Petersburg, FL 33702

A **TEGNA** Company 10TampaBay.com



11450 Gandy Blvd. St. Petersburg, FL 33702

A **TEGNA** Company

From: Jeremy Duda [REDACTED]
Sent: 5/24/2021 1:16:23 PM
To: Rod Thomson [REDACTED]; Douglas Logan [REDACTED] info@waketsi.com [REDACTED]; arizonaaudit@protonmail.com [REDACTED]; arizonaaudit@protonmail.com [REDACTED]; Karen Fann [REDACTED] info@arizonaaudit.com [REDACTED]; <info@arizonaaudit.com>; gkern@waketsi.com [REDACTED] >
Subject: Wake TSI and Defending the Republic

Attachments: [Gene Kern-Fulton County document.pdf](#)

I've obtained a document from Fulton County, Pennsylvania, in which Wake TSI's Gene Kern wrote that his company was contracted with Sidney Powell's Defending the Republic to conduct an audit of the 2020 general election in that county. Considering that Powell has promoted baseless conspiracy theories about the election and that she filed lawsuits in Arizona and several other states seeking to overturn legitimate election results, that raises some troubling questions about Wake's involvement in Arizona's ongoing election audit. As such, I have several questions:

*What is Wake TSI's connection with Defending the Republic and Sidney Powell?

*Why did Powell and Defending the Republic want an audit of the election in Fulton County, and why did they specifically want Wake to conduct this audit?

*How did the company come to conduct the Fulton County audit? State Sen. Doug Mastriano urged county officials to allow Wake to conduct the audit. How did Mastriano get involved?

*Was Arizona Senate President Karen Fann aware when she signed the Statement of Work for the Maricopa County audit that Wake had previously contracted with Defending the Republic for a prior election audit?

*Is Defending the Republic and/or Sidney Powell providing any funding for the Maricopa County audit? Are any of the companies participating in the audit, including Wake and Cyber Ninjas, contracted with Defending the Republic for any of the work being conducted in the Maricopa County audit?

My deadline for this story is noon.

--

Jeremy Duda
Arizona Mirror
Associate editor
Cell: [REDACTED]

Voting Machine Check

Fulton County, PA December 31, 2020. EARL Eugene Kern is requesting to check our voting machines and running mail-in ballots from our General Election on November 3, 2020.

Gene Kern is with WAKE TSI

_____, and will not disturb or manipulate any equipment.

ERL

12/31/20

Signature

Date

[Signature]

Director of Elections

[Signature]

Election Board Member

[Signature]

IT

Senator MASTRIANO SET THIS REVIEW OF FULTON COUNTIES VOTER SYSTEM AND MAIL-IN BALLOTS. WAKE TSI IS CONTRACTED TO DEFENDING THE REPUBLIC A 50(C)4.

From: Jeremy Duda [REDACTED]
Sent: 5/25/2021 3:38:52 PM
To: arizonaaudit@protonmail.com [REDACTED]; info@arizonaaudit.com <info@arizonaaudit.com>; Rod Thomson [REDACTED]; Douglas Logan [REDACTED]; Langhofer, Kory A. [REDACTED]; Karen Fann [REDACTED]
Subject: Records request

Attachments: [Records request-Audit 5-25-21.pdf](#)

Please acknowledge receipt of this public records request.

--

Jeremy Duda
Arizona Mirror
Associate editor
Cell: [REDACTED]

May 25, 2021

Jeremy Duda
Arizona Mirror
1820 W. Washington Street Room 105
Phoenix, AZ 85007

RECORDS REQUEST

Dear Mr. Bennett,

Pursuant to the provisions of the Arizona Public Records Law, A.R.S. 39-121, I am requesting an electronic copy of the following public records, or other matters¹:

1. All contracts that Cyber Ninjas has entered into with subcontractors for the recount and audit of the election in Maricopa County, including, but not limited to, contracts with: Wake Technology Services, Inc. (Wake TSI), StratTech Solutions, CyFIR, Digital Discovery, and Jovan Hutton Pulitzer, AKA Jeffrey Jovan Philyaw.

If challenges arise with this please contact me, as I will likely be able to help find ways to mitigate these perceived barriers to providing access to public records.

If there are ever fees associated with compiling or transmitting these records, please contact me so I can make appropriate arrangements.

If there are any segregable portions of the records responsive to this request available before the entirety, please provide those as they become available.

If you choose to deny this request, 1) please provide a written explanation for the denial, including a reference to the specific statutory exemption(s) upon which you rely. 2) Also please provide all segregable portions of otherwise exempt material. 3) Also please provide a written, itemized log of all records or other matters being denied.

If you are not the person, office or agency who has the authority or ability to comply with this records request, inform me as soon as possible who the proper person, office or agency is.

This request is separate from and in no way nullifies any other outstanding records request.

The Arizona Public Records Law requires that public bodies provide access to public records "promptly." Accordingly, I request that you provide the requested records as soon as possible.

I appreciate your cooperation in this matter.

Sincerely,

Jeremy Duda

[REDACTED]

[REDACTED]

¹ Please see Carlson v Pima County, 1984; Griffis v. Pinal County, 2007; Lake v City of Phoenix, 2009; Ariz Atty Gen. Op. 70-1, Lake v. City of Phoenix, 2009

From: Rubin, Olivia A. [REDACTED]
Sent: 6/3/2021 6:06:33 PM
To: Douglas Logan [REDACTED]
Subject: ABC News (national) Inquiry

Hi Mr. Logan-

I hope you are doing well. I am reaching out from ABC News (national) for a digital story I am working on about the audit your company is carrying out in Arizona.

A number of experts have told us that there is valuable information located on the ballots your team is working through-- such as voting history and voting patterns. That would include when and how a person voted (in October and by mail, for example), and how they voted (Democrat at the top of the ticket and Republican for the rest, as another example).

Is this something your team is noting or keeping track of as you go through the ballots? Has it been handed over to anyone?

I am hoping to publish a story tomorrow afternoon. Let me know if you are available to comment/ speak by then.

Thank you!
Olivia

Olivia Rubin
ABC News | Washington
[REDACTED]

From: Ruelas, Richard [REDACTED]
Sent: 6/7/2021 8:10:05 PM
To: rod@thomsonpr.com [REDACTED] >; Douglas Logan [REDACTED]
Subject: Arizona Republic reporter

This is Richard Ruelas, reporter for The Arizona Republic.

I am helping with a story about the QAnon conspiracy ties to the audit in Maricopa County.

Doug Logan had posted a few times about QAnon. Just seeing if there is any comment about whether Logan had followed or believed in Q. Or if any of the theories posited by Q are informing the audit.

I can be reached at the mobile number listed below.

Thank you

Richard Ruelas
reporter

azcentral | The Arizona Republic

PART OF THE USA TODAY NETWORK

Office: [REDACTED]
Mobile: [REDACTED]

azcentral.com

Twitter: @ruelaswritings

From: Chris Witt [REDACTED]
Sent: 6/13/2021 1:45:52 PM
To: Douglas Logan [REDACTED]; Alan Gleghorn [REDACTED]
Cc: Gene Kern [REDACTED]
Subject: National Construction Invoice

Attachments: [Color0392.pdf](#)

The attached fencing invoice was received via mail. I'm not sure who is responsible for this now. This was not included in our expense package.

Christopher M. Witt
WAKE Technology Services, Inc.

[REDACTED]

www.waketsi.com

117 West Gay Street, Suite 126
West Chester, PA 19380

The information contained in this communication may be confidential, is intended only for the use of the recipient(s) named above, and may be legally privileged. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication, or any of its contents, is strictly prohibited.



customer@rentnational.com
rentnational.com

NATIONAL CONSTRUCTION RENTALS

INVOICE

Page: 1

Customer # [REDACTED]
Job Site # 0002
Ticket # 1407804
Our Local Office # [REDACTED]
Inside Salesperson: ANITA

Invoice # 6155793
Invoice Date: 05/27/2021
Due Date: 05/28/2021
Terms: COD
Ordered By: MIKE DROLL
Purchase Order #



1oz - #10 - J294324 - 1556 - 1629
WAKE TECH
117 W GAY ST STE 126
WEST CHESTER PA 19380-2938



Job Address: 1826 W MCDOWELL RD
Cross St:
City: PHOENIX, AZ 85007-1612
Job Name: VETERANS MEMORIAL STADIUM
Site Contact: GENE KERN
Site Phone: [REDACTED]

Quantity	Description	Term	From/Thru	Rate	Total
1836	6 FT TEMPORARY PANELS	I	05/26/21 - 11/25/21	2.39	4,388.04
1610	FT OF BARRICADES	I	05/26/21 - 11/25/21	3.49	5,618.90
3	WHEEL(S)	I	05/26/21	25.00	75.00

Subtotal: \$10,081.94 Tax: \$867.04 Total: \$10,948.98 COD Payment Received: \$9,872.75 Total Due: \$1,076.23

↑ Detach here ↓



Customer No: 30163188
Invoice No: 6155793

Check here and see reverse for address and phone corrections.

Amount Enclosed: \$, .

Be sure to write your customer number on your check.

To pay by credit card, please fill in information on reverse side or visit us online at rentnational.com.



NATIONAL CONSTRUCTION RENTALS
P.O. BOX 841461
LOS ANGELES, CA 90084-1461

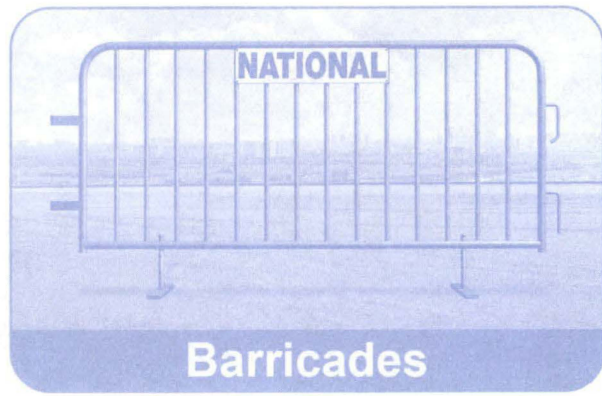
AMERICAN
OVERSIGHT

1oz - #10 - J294324 - 1556 - 1629

AZ-SEN-21-0466, 21-0473, 21-0477, 21-0480, 21-0481-M,
21-0472, 21-0476-N, 21-0465, 21-0468, 21-0469-O, 21-0640-Q-000146



Temporary Fence



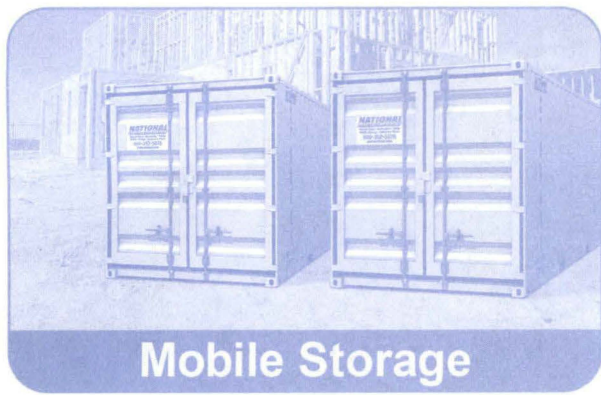
Barricades



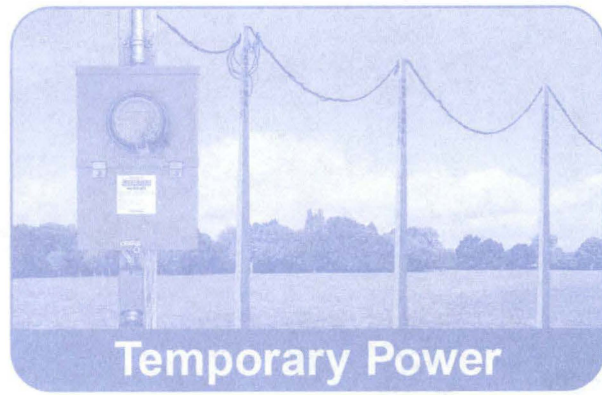
Portable Toilets & Sinks



Luxury Restrooms



Mobile Storage



Temporary Power

Product availability varies by region.

Please print only new address and/or credit card information below and check the appropriate box on reverse side. Thank you.

Address Changes

Mailing address only

Company Name

Address

City State Zip Code

()

Phone Number Email Address

As it appears on credit card:

First Name

AMERICAN OVERSIGHT

Last Name

Credit Card Payment

Bill my credit card. (Please check one.)

VISA MasterCard Discover American Express

Credit Card Number

Credit Card Number

CVV2/CVC2/CID

Found after account number on back of card

American Express CID

Found above account number on front of card

Expiration Date

Expiration Date

()

Phone Number

From: Ortega, Bob [REDACTED]
Sent: 6/15/2021 7:30:09 PM
To: Douglas Logan [REDACTED] >; Rod Thomson [REDACTED] >
Subject: Additional query, CNN

Mr. Logan – Following up my other questions:

In a promotional video for “The Deep Rig,” (now removed for violating YouTube’s community standards), an anonymous cybersecurity expert says “If we don’t fix our election integrity now, we may no longer have a democracy.”

As I’m sure you know, several local reporters who saw the video around June 3 immediately identified the voice as being yours.

Is that your voice?

Thanks,

Bob Ortega
Senior writer
CNN Investigates



From: Ortega, Bob [REDACTED]
Sent: 6/15/2021 3:15:54 PM
To: Douglas Logan [REDACTED]
Cc: rod@thomsonpr.com [REDACTED];
Subject: CNN Interview request

I'm a reporter at CNN, working on a story related to you and your company's involvement in the Arizona Senate audit. I'm writing to request an interview, on camera if you are willing. If possible, I'd like to do the interview in person (I am in Phoenix). However, if you prefer a phone interview, that's fine too.

Failing that, could you help me with the following questions:

1. Have you been asked by lawmakers or others, based on your work in Arizona, to perform similar audits of the 2020 election in any other states? Are you engaged in any such discussions?
2. In your press conference on April 22, you said, regarding the sources of private funds for the Arizona audit, "I did not want to know; I don't want to be influenced." Who is accounting for funds received and expended by your company and subcontractors for the audit?
3. Do you plan to say how much money private donors have provided to Cyber Ninjas and its subcontractors for the audit in Arizona? And how much Cyber Ninjas and its subcontractors have spent on the audit, beyond the \$150,000 committed by the Arizona Senate? If so, when? If not, why not?
4. On April 11, 2020, Cyber Ninjas took a \$98,322 Covid relief, or PPP loan (loan number 3296437105). In its loan application, the company said it had five employees. Is that correct? Not counting temporary contract workers or consultants, how many full-time employees does Cyber Ninjas have now? Are any of them, besides you, based in Sarasota?
5. On May 28, replying to an email query from my colleague Stephanie Becker, your spokesman, Rod Thomson, wrote that "Mr. Logan recognizes President Biden's results were certified and accepted in accordance with the Constitution. Mr. Logan remains committed to restoring integrity and trust into our election system, which he is demonstrating through the work he is performing here in Maricopa County." Do you disclaim, or still believe, the allegations you made in the document titled "Election Fraud Facts & Details," e.g., that "massive fraud occurred" in the 2020 presidential election, particularly in Fulton and DeKalb counties; that Dominion Voting System's core software originates from intellectual property of Smartmatic, and is linked to Venezuela's Hugo Chavez; and that Dominion's voting software is controlled, through USB Securities, by entities in the People's Republic of China, among other allegations?
6. In its 2020 loan application, and in a previous federal contract, Cyber Ninjas listed its address as 2831 Ringling Boulevard, #121F, Sarasota, FL 34237. This appears to be an apartment in a residential apartment complex. Your contract with the Arizona Senate lists the address for your Legal Department as 5077 Fruitville Road, Suite 109-421, Sarasota, FL 34232. That's a PO box at a UPS store. Does Cyber Ninjas actually have a physical office address? If so, what is it?
7. Did you reach out to Sen. Karen Fann, or did she reach out to you about doing the audit? Did you submit a formal bid, and if so, on what date?
8. How would you describe your role in reviewing the vote in Antrim County? Can you point to any previous experience with election auditing?

Thanks and regards,

Bob Ortega
Senior writer
CNN Investigates



From: Internal Audit Services [REDACTED]
Sent: 6/30/2021 1:26:41 PM
To: Chris Witt [REDACTED]; Douglas Logan [REDACTED]
Cc: Internal Audit Services [REDACTED]; Scott Sigman [REDACTED]
Subject: Reminder, 6/30/2021 deadline for reduced final payment

Gentlemen,

I realize we are all busy businessmen, so I am reaching out to you today 6/30/21 as a reminder to our offer, presented to both of you, weeks back to reduce monies owed both to me and Sigman our GC. We made the offer in "support of the cause" in which we committed and engaged and also realizing that you may be short of funding and financial backers. Sigman, recalculated the monies owed to both of us as submitted on the Wake Pay Statement. Original calculation when we made the offer was \$8,400 each. The new calculation submitted for both of us is \$8,714. However, our reduced offer remains at \$7,340 time 2 for me and Scott until end of day today 6/30/21 as originally offered to both of you.

For your convenience, payment can also be made to us via credit card. I believe Scott has reached out to you with those details but I know he has been tied up in criminal court on a capital case. Please reach out to him directly for processing. Scott M. [REDACTED] (Direct) Total owed combined until end of day \$14,680 and reverting to \$17,428 combined as of 7/1/2021.

Our goal "for the cause" and all of us is to keep things simple.

We look forward to hearing back from you today and working with you again in the near future on other State audits.

All the Best, God Bless and Love of Country Leads,

John
[REDACTED]

John Capizzi, CFE
President & CEO
Internal Audit Services, Inc., Int'l.
Phila: [REDACTED]
Palm Beach: [REDACTED]
www.internalauditservices.com
[Facebook.com/internalauditservices](https://www.facebook.com/internalauditservices)
[LinkedIn.com/company/internal-audit-services-inc](https://www.linkedin.com/company/internal-audit-services-inc)
[Twitter.com/audit_inc](https://twitter.com/audit_inc)

From: Gene Kern [REDACTED]
Sent: 7/7/2021 9:57:14 AM
To: Chris Witt [REDACTED] Douglas Logan [REDACTED]
Subject: CN - WAKE Discussion

From: Chris Witt [REDACTED]
Sent: 7/14/2021 4:23:27 PM
To: Douglas Logan [REDACTED]
Cc: Gene Kern [REDACTED]
Subject: Indenticard Voicemail

Attachments: [1626180338-00006674.WAV](#)

I received the attached voicemail about a printer that was being repaired. I assume it is one of yours. Not sure who this should be directed to.

Christopher M. Witt
WAKE Technology Services, Inc.

[REDACTED]

www.waketsi.com

117 West Gay Street, Suite 126
West Chester, PA 19380

The information contained in this communication may be confidential, is intended only for the use of the recipient(s) named above, and may be legally privileged. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication, or any of its contents, is strictly prohibited.

From: Funke, Daniel [REDACTED]
Sent: 7/16/2021 5:15:04 PM
To: Douglas Logan [REDACTED]
Subject: Comment request from USA TODAY

Attachments: [image001.png](#)

Hi Doug,

I hope you're doing well. I'm a reporter for USA TODAY and I'm reaching out for a comment for a fact check I'm writing related to one of your recent statements.

I'm fact-checking the claim that more than 70,000 mail-in ballots counted in Maricopa County, Arizona, were never sent out. I believe you made this claim during a July 15 briefing at the Arizona Senate.

Maricopa County officials have debunked this claim here: <https://twitter.com/maricopacounty/status/1415834655752740865>

Would you care to comment for my story, or provide additional evidence? My deadline is tomorrow at 12 p.m. ET.

Thanks!



Daniel Funke
Fact Check Reporter
[REDACTED]



From: Jeremy Duda [REDACTED]
Sent: 7/16/2021 12:39:56 PM
To: Douglas Logan [REDACTED] >; Rod Thomson [REDACTED]
Subject: Early ballots

Mr. Logan, Maricopa County says your claim that there were more than 74,243 more early ballots counted than sent is due to the fact that many of those early ballots were cast at in-person early voting locations, where ballots are printed on demand for voters. The county essentially says that you don't understand election procedures, and that's leading you to falsely describe commonplace occurrences as suspicious. What's your response? Did that figure take into account the early ballots that were cast in-person at early voting centers?

--

Jeremy Duda
Arizona Mirror
Associate editor
Cell: [REDACTED]

From: Gene Kern [REDACTED]
Sent: 7/16/2021 9:48:54 AM
To: Lori Stryker [REDACTED]
Cc: Alan Gleghorn [REDACTED]; Douglas Logan [REDACTED]
Subject: Positions in Arizona

Attachments: [E6056CB2-952D-47AA-BCED-CE728EAB8B79.png](#)

Hi Lori

I have checked the WAKE TSI personnel documentation. Your information for the position as an Observer for Ken Bennett's Team was gathered on the training day. WAKE TSI did not gather nor complete any payroll or contract information from you in relation to our firm.

When you became a table manager for the week of the 10th thru the 14th you should have been working through StratTech as they had all paid positions other than WAKE TSI's original people. StratTech did not bill WAKE TSI for anyone's time for that week. I think that your payroll information for StratTech was never completed or that you were considered to be a volunteer.

The best way to approach this is to contact Alan Gleghorn from StratTech and see how you can resolve it. I copied him on this email and his contact information is below.

[REDACTED]

Respectfully,

Gene Kern
EVP





WAKE Technology Services, Inc.

117 West Gay Street, Suite 126

West Chester, PA 19380

www.waketsi.com

From: Alan Gleghorn [REDACTED]
Sent: 7/16/2021 12:38:53 PM
To: Gene Kern [REDACTED]
Cc: Douglas Logan [REDACTED]; Carol Ayotte [REDACTED]; Tanna Farnsworth [REDACTED];
Subject: Re: Positions in Arizona/Invoices

Attachments: [image001.png](#)

Gene,

Good Morning. I believe you have given Ms. Stryker bad information regarding her Phase I status as a table manager. To refresh your memory from Phase I, StratTech did not take on any new folks on the project on-site. The only folks that were billed to Wake were original StratTech people that were brought in and contracted with us directly. We did not add anyone to our contract or invoice that we didn't background check and contract with initially. If Wake promoted her to Table Manager after she arrived at the project from some other source then that would be 100% Wake, StratTech would have nothing to do with it.

Now speaking of StratTech people that Wake used to comply with their contract eg. Jay Morfitt, Holly Riddley, Kim Carpenter and others, we have reviewed your spreadsheet speaking to hours worked etc. We feel good about the two invoices that we have submitted to you and think they are accurate. Those people by the way have already been paid by us for their Phase I work in spite of Wake not paying us for their use during the project from the second invoice.

I believe that you owe Ms. Stryker a retraction of the information you shared with her in the email below.

I have copied both Tanna and Carol on this email in that they are focused on working with folks around their payroll and status with the project directly.

Sincerely, Alan

R. Alan Gleghorn
President
[REDACTED]



On Jul 16, 2021, at 6:48 AM, Gene Kern [REDACTED] > wrote:

Hi Lori

I have checked the WAKE TSI personnel documentation. Your information for the position as an Observer for Ken Bennett's Team was gathered on the training day. WAKE TSI did not gather nor complete any payroll or contract information from you in relation to our firm.

When you became a table manager for the week of the 10th thru the 14th you should have been working through StratTech as they had all paid positions other than WAKE TSI's original people. StratTech did not bill WAKE TSI for anyone's time for that week. I think that your payroll information for StratTech was never completed or that you were considered to be a volunteer.

The best way to approach this is to contact Alan Gleghorn from StratTech and see how you can resolve it. I copied him on this email and his contact information is below.

[REDACTED]
Respectfully,

Gene Kern
EVP

<E6056CB2-952D-47AA-BCED-CE728EAB8B79.png>



From: Gene Kern [REDACTED]
Sent: 7/16/2021 3:04:21 PM
To: Alan Gleghorn [REDACTED]
Cc: Douglas Logan [REDACTED]; Carol Ayotte [REDACTED]; Tanna Farnsworth [REDACTED]
Subject: Re: Positions in Arizona/Invoices

Attachments: [E6056CB2-952D-47AA-BCED-CE728EAB8B79.png](#)

Alan,

I was referring to the period from 5/10 to 5/14. WAKE did not hire anyone directly during that timeframe and all additions after May 8 (end of the initial project period beginning of the extension) were supposed to go through StratTech through "the machine". There were several people who were promoted from Counters, Scanners and Paper Examination to Table Manager during that time frame. I thought that was all happening as part of your recruiting efforts as we were giving people direction to go to the web site to sign up for paid positions as opposed to the volunteer positions they had been in before. There were even signs posted to that effect in various areas of the building.

Respectfully,

Gene Kern
EVP



On Jul 16, 2021, at 12:38 PM, Alan Gleghorn [REDACTED] wrote:

Gene,

Good Morning. I believe you have given Ms. Stryker bad information regarding her Phase I status as a table manager. To refresh your memory from Phase I, StratTech did not take on any new folks on the project on-site. The only folks that were billed to Wake were original StratTech people that were brought in and contracted with us directly. We did not add anyone to our contract or invoice that we didn't background check and contract with initially. If Wake promoted her to Table Manager after she arrived at the project from some other source then that would be 100% Wake, StratTech would have nothing to do with it.

Now speaking of StratTech people that Wake used to comply with their contract eg. Jay Morfitt, Holly Riddley, Kim Carpenter and others, we have reviewed your spreadsheet speaking to hours worked etc. We feel good about the two invoices that we have submitted to you and think they are accurate. Those people by the way have already been paid by us for their Phase I work in spite of Wake not paying us for their use during the project from the second invoice.

I believe that you owe Ms. Stryker a retraction of the information you shared with her in the email below.

I have copied both Tanna and Carol on this email in that they are focused on working with folks around their payroll and status with the project directly.

Sincerely, Alan

R. Alan Gleghorn
President
[REDACTED]

<image001.png>

On Jul 16, 2021, at 6:48 AM, Gene Kern <[REDACTED]> wrote:

Hi Lori

I have checked the WAKE TSI personnel documentation. Your information for the position as an Observer for Ken Bennett's Team was gathered on the training day. WAKE TSI did not gather nor complete any payroll or contract information from you in relation to our firm.

When you became a table manager for the week of the 10th thru the 14th you should have been
AZ-SEN-21-0466, 21-0473, 21-0477, 21-0480, 21-0481-M,
21-0472, 21-0476-N, 21-0465, 21-0468, 21-0469-O, 21-0640-Q-000160

working through StratTech as they had all paid positions other than WAKE TSI's original people. StratTech did not bill WAKE TSI for anyone's time for that week. I think that your payroll information for StratTech was never completed or that you were considered to be a volunteer.

The best way to approach this is to contact Alan Gleghorn from StratTech and see how you can resolve it. I copied him on this email and his contact information is below.



Respectfully,

Gene Kern
EVP

<CID-e89cad30-8754-5697-9be9-91e32aea3bd6@DESKTOP02V25AED.png>



From: Jeremy Duda [REDACTED]
Sent: 7/19/2021 12:04:44 PM
To: Rod Thomson [REDACTED]; Douglas Logan [REDACTED]
Subject: Maricopa County ballots

Rod, I wanted to check back in on the numbers that Doug Logan presented about Maricopa County ballots last week, especially the 74,000 early ballots he said had no records showing that they were actually mailed out. Based on the reporting I've seen and the I've talked to, it seems like there's nothing suspicious about those ballots at all, and that Mr. Logan erred when he suggested that those ballots were suspicious. I've got a few questions.

How did Mr. Logan or other members of the audit team reach those numbers?

Why didn't Mr. Logan know that those ballots weren't suspicious and had been properly cast?

Why did he suggest that they might be suspicious?

I know the county has refused to cooperate with the audit team. Who else did the audit team reach out to or speak with to discuss those numbers and determine whether those ballots were legitimate?

--

Jeremy Duda

Arizona Mirror
Associate editor
Cell: [REDACTED]

From: Funke, Daniel [REDACTED]
Sent: 7/27/2021 5:22:48 PM
To: Douglas Logan [REDACTED]
Subject: Comment request from USA TODAY (Deadline: July 28 at 12 p..m. ET)

Attachments: [image001.png](#)

Hi Doug,

I hope you're doing well. I'm a reporter for USA TODAY and I'm reaching out for a comment for a fact check I'm writing about the ongoing Arizona election audit.

I'm fact-checking the claim that the audit has found 275,000 potential fraudulent ballots in Maricopa County. This claim comes from Liz Harrington, a Trump spokesperson who said it on Fox News. The clip has since circulated on social media: <https://www.instagram.com/p/CR0D1den3qw/>

My question for you: Has the audit produced any evidence to suggest this claim is accurate? Where do you think Harrington may have got the 275,000 figure? Is there any additional information you think would be useful for my fact check?

I expect to file this article tomorrow at 12 p.m. ET. I look forward to hearing from you.

Thanks so much!



Daniel Funke
Fact Check Reporter
[REDACTED]



From: Gene Kern [REDACTED]
Sent: 7/29/2021 9:43:39 PM
To: Sue Ritter [REDACTED]
Cc: Chris Witt [REDACTED]; William Bachenberg [REDACTED]; Douglas Logan [REDACTED]
Subject: Fwd: Breach Of Contract

Attachments: [E6056CB2-952D-47AA-BCED-CE728EAB8B79.png](#)

Hi Sue;

Chris got this from Matt Wagner today. Doug is not responding to us. He is one of those you brought to us. Maybe you can explain to Matt what we are going through?

Respectfully,

Gene Kern
EVP



From: Matthew Wagner [REDACTED]
Sent: Thursday, July 29, 2021 5:24 PM
To: Chris Witt [REDACTED]
Subject: Re: Breach Of Contract

Chris,

This is ridiculous! I want my money! I have waited more than patiently, but I am now at the end of my rope. If I do not receive payment in full within the next 5 business days, I will be contacting a lawyer. I'm sure I will have no problem finding one who wants to take on people associated with the audit.

I don't want to hear about how Doug did this or that. My contract is with you and it's time you stepped up.

On Mon, Jun 7, 2021 at 5:38 AM Chris Witt [REDACTED] wrote:

Matthew,

I understand your frustration and share it. We have not yet received the funds for dispersal from Cyber Ninjas. Since we are wrapped up with AZ, our focus right now is on getting that money so we can distribute it to everyone who was involved in the project. I have no ETA on when this will happen as Doug has gone quiet over the last week. We are continuing our outreach to get this resolved and will update everyone as information becomes available.

Chris Witt
WAKE Technology Services, Inc.

From: Matthew Wagner [REDACTED]
Sent: Sunday, June 6, 2021 11:38 PM
To: Chris Witt [REDACTED]; Pam Kleshick [REDACTED]
Subject: Breach Of Contract

Wake TSI is currently in breach of contract for payment for the work performed under the Wake Technology Services Subcontractor Master Consulting Services Agreement between Wake TSI and Matthew Wagner. In accordance with Exhibit A Scope Schedule, I was to be compensated for work performed from 4/22/21 to 5/9/21. That Period of Performance was extended to 5/15/21 in Pam Kleshick's email dated 5/6/21.

Per Exhibit A Scope Schedule of the Agreement, payment of compensation was to occur "every two weeks and at completion of the project." 5/15/21 marked the completion of Wake TSI's involvement in the project. The total compensation due to me under the Agreement is \$12,600 (twelve thousand six hundred dollars). To date, I have only received \$7,000 (seven thousand dollars). This leaves an unpaid balance of \$5,600 (five thousand six hundred dollars).

I have waited patiently for payment of the balance to be made, however, due to the long period of time that no final payment has been received, I feel I may need to escalate this issue through appropriate channels if payment is not received in 5 (five) business days.

Regards,

Matthew Wagner

--
Sent from my phone. Please do not add this email address to any lists.



WAKE Technology Services, Inc.
117 West Gay Street, Suite 126
West Chester, PA 19380

www.waketsi.com

From: JIM [REDACTED]
Sent: 8/4/2021 11:31:53 PM
To: Douglas Logan [REDACTED]
Cc: qkern@waketsi.com <qkern@waketsi.com>; cwitt@waketsi.com [REDACTED] Pam Kleshick [REDACTED]; [REDACTED]; Scott Sigman [REDACTED]; [REDACTED]@verizon.net [REDACTED] JIM [REDACTED]
Subject: Final disbursement for Maricopa County Audit

To put a face with the name...Jim [REDACTED] Blue team table manager from day one. Never late for work, One of the first on the floor; One of the last off. Didn't mope around and complain about the hours, the food and the wait to leave the facility. Encouraged team members to be productive, professional. Worked tirelessly at accuracy, transparency and efficiency. 1st team to officially count ballots live. On the final day of counting before the mandatory break due to closure of the facility for High School graduation; my morning and afternoon teams counted just under 5000 ballots. At the time other pods struggled to count that many ; let alone a table!

Wake has paid me \$7,000.00 so far. By my extremely conservative calculations (based on \$50.00 per hour for hours worked per day) I feel I'm due \$5,300.00 more in wages. Wake asked for me to submit my expenses incurred for this trip. I submitted a single meal, my parking at the long term parking facility at the airport, a checked bag coming and going. Period. GRAND TOTAL - EXPENSES \$376.00, WAGES due - \$5,300.00 for a total of \$5,676.00.

I'm a one man masonry business. If I ran my business the way I've been treated I wouldn't have many customers waiting on me due to an extremely poor reputation. Whatever the differences are between the cyber ninjas and Wake I would hope you could take care of the sub contractors and then battle one another over what's caused you to separate.

All I'm asking for is fair compensation. Chris has my banking information.

Thank you,
James [REDACTED]

From: Chris Witt [REDACTED]
Sent: 8/6/2021 9:46:47 PM
To: stephanie_smolik [REDACTED]
Cc: Gene Kern [REDACTED] Douglas Logan [REDACTED]
Subject: RE: Resend Correspondence--RE: PDC Identocard-HAYSTACK INVESTIGATIONS-0009953211163063

Attachments: [image001.jpg](#), [9346516086-001.pdf](#), [9346751281-001.pdf](#)

Here is a list of payments WAKE made on behalf of the project:

4/13: 9346438379 - \$821.50
 4/13: 9346438378 - \$328.98
 4/14: 9346450957 - \$1,047.02
 4/14: 9346450956 - \$1,584.77
 4/14: 9346450957 - \$1,403.96
 4/14: 9346463922 - \$157.72
 4/15: 9346450957 - \$356.94
 4/21: 9346508581 - \$156.27
 4/21: 9346508581 - \$6.61
 4/21: 9346508581 - \$150.40
 4/21: 9346508581 - \$62.21

We do not own this equipment. If there are remaining balances due, this needs to be addressed with Doug Logan who is the owner and copied on this email.

Thanks

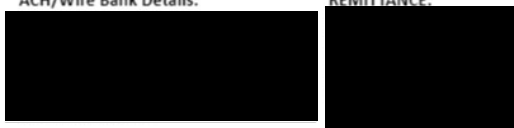
Chris Witt
WAKE Technology Services, Inc.

From: stephanie_smolik [REDACTED]
Sent: Tuesday, August 3, 2021 5:24 PM
To: Chris Witt [REDACTED]
Subject: Resend Correspondence--RE: PDC Identocard-HAYSTACK INVESTIGATIONS-0009953211163063



ACH/Wire Bank Details:

REMITTANCE:



August 3, 2021

ACCOUNT #: [REDACTED]

ACCOUNTS PAYABLE
 HAYSTACK INVESTIGATIONS
 1451 QUENTIN RD
 LEBANON, PA 17042
 United States

Customer FAX:

Dear Customer:

Will you call me please regarding these invoices?

PDC Identocard appreciates your continued business.

Please review this list of open invoices. You may contact us if you require any additional information or if a dispute exists that would delay your payment.

Please remit your payment to the remit to address found at the top of this letter. If you are remitting payment by ACH or wire transfer, please fax your remittance information to 1-877-225-7968 or forward an e-mail to ar_sharedservices@bradycorp.com.

LIST OF OPEN ITEMS:

DOCUMENT	CURR	AMOUNT	INV DATE	DUE DATE	PO NUMBER
9346751280	USD	(1,626.31)	5/14/21	5/14/21	AZ001
9346751281	USD	(120.87)	5/14/21	5/14/21	AZ001
9346751282	USD	(263.07)	5/14/21	5/14/21	AZ001
9346751283	USD	(867.15)	5/14/21	5/14/21	AZ001
9346502336	USD	349.60	4/16/21	5/16/21	AZ001
9346502337	USD	315.06	4/16/21	5/16/21	AZ001
9346506638	USD	1,038.46	4/17/21	5/17/21	AZ001
9346516086	USD	1,598.00	4/19/21	5/19/21	AZ001
9346516087	USD	3,233.83	4/19/21	5/19/21	AUTH HEATHER HON
9346622800	USD	159.05	4/29/21	5/29/21	AZ001
Subtotal For USD					3,816.60

AMERICAN OVERSIGHT

Total Balance:

Currency

AZ-SEN-21-0466, 21-0473, 21-0477, 21-0480, 21-0481-M, 21-0472, 21-0476-N, 21-0465, 21-0468, 21-0469-O, 21-0640-Q-000169

Currency Dollar (USD):	Balance	3,816.60
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Past Due Amount:

Currency	Balance
American Dollar (USD):	3,816.60

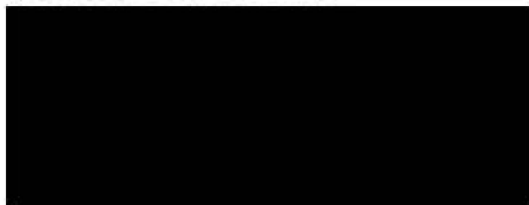
Sincerely,

Stephanie Smolik
Accounts Receivable

Phone: [REDACTED]
Fax: [REDACTED]
EMAIL: [REDACTED]



ACH/Wire Bank Details:



REMITTANCE:





PDC DBA PDC-IDenticard
 25124 Springfield Ct St 200
 Valencia, CA 91355

Please Remit To:
 Precision Dynamics Corp
 Bank: BMO Harris N.A.
 ABA#: [REDACTED]

INVOICE

Bill-to/Payer#: [REDACTED]

Ship to Account#: [REDACTED]

HAYSTACK INVESTIGATIONS
 1451 QUENTIN RD
 LEBANON PA 17042

ROAD DOGS / WAKE TSI
 ANDY STRAVOS
 [REDACTED]

For check payments please remit to Precision Dynamics Corp
 PO Box 71549, Chicago, IL 60694-1995. FED ID # [REDACTED]

Invoice Number	Invoice Date	Purchase Order Number	Invoice Total	Payment Terms	Currency
[REDACTED]	04/19/2021	AZ001	1,598.00	Due net 30 Days	USD
Carrier and Service		Terms of Delivery	Delivery Terms Description or Your Shipper Account Number		
UPS NEXT DAY AIR		Delivered			
Order Placed by		Original Order Number	We are your Vendor#	Original Quote Number	
		1007219132			

LINE# ORIGIN	PART NUMBER / SKU DESCRIPTION	QUANTITY	(U/M)	LIST PRICE	NET PRICE	NET TOTAL
000100 (KR)	IDP-651528 SMART-31D Duplex Printer / USB/ SMART-31 Cust. Part No.: IDP-651528 Your PO Item#: 11	1	EA	1,481.00	1,481.00	1,481.00
	Net Total					1,481.00
	State Tax/GST/HST				82.94	
	City Tax				34.06	
	Total Tax					117.00
	Invoice Total					1,598.00
Overruns of up to 10% or underruns of 10% on printed materials shall constitute complete delivery and will be billed accordingly. Call us today and ask about our monthly special offers at 1-800-233-0298. Special Warning for Breakaway Lanyards. Breakaway performance will vary and lanyards will not break away under all conditions. See details at www.identicard.com/store/terms-conditions/ Not recommended for use around moving objects or playgrounds. LIMITED WARRANTY CUSTOMERS SHOULD TEST THE BREAKAWAY FEATURE FOR SUITABILITY FOR THEIR USE AND ENVIRONMENT. THIS PRODUCT IS SUBJECT TO A LIMITED WARRANTY found at www.identicard.com/store/terms-conditions/						

Any questions, please call us at [REDACTED], fax us at [REDACTED] or email us at cs@pdcidenticard.com.

View Terms & Conditions online at www.pdcidenticard.com/terms.





PDC DBA PDC-IDenticard
25124 Springfield Ct St 200
Valencia, CA 91355

Please Remit To:
Precision Dynamics Corp
Bank: BMO Harris N.A.
ABA#: [REDACTED]

Credit Memo

Bill-to/Payer#: [REDACTED]

Ship to Account#: [REDACTED]

Attn: CHRISTOPHER WITT

HAYSTACK INVESTIGATIONS
1451 QUENTIN RD
LEBANON PA 17042

ROAD DOGS / WAKE TSI
ANDY STRAVOS
[REDACTED]

For check payments please remit to Precision Dynamics Corp
PO Box 71549, Chicago, IL 60694-1995. FED ID # [REDACTED]

Credit Memo Number	Credit Memo Date	Purchase Order Number	Credit Memo Total		Payment Terms	Currency
[REDACTED]	05/14/2021	AZ001	120.87-		Due net 30 Days	USD
Order Placed by		Original Order Number	Original Invoice#	We are your Vendor#		
HEATHER HONEY		1007208100				
ITEM#	OUR INTERNAL PART NUMBER DESCRIPTION	QUANTITY	(U/M)	LIST PRICE	NET PRICE	NET TOTAL
000010	2135-3556 LAN,FPP,10MM,36IN,RED,NPSBLDOGCLP Cust. Part No.: 2135-3556	100-	EA	0.67	0.67	67.00-
000020	2135-3558 LAN,FPP,10MM,36IN,WHT,NPSBLDOGCLP Cust. Part No.: 2135-3558	100-	EA	0.66	0.66	66.00-
NET TOTAL						133.00-
Restocking Fee %						19.95
State Tax/GST/H 5.22-						
City Tax 2.60-						
Total Tax						7.82-
Credit Memo Total						120.87-
<p>Special Warning for Breakaway Lanyards. Breakaway performance will vary and lanyards will not break away under all conditions. See details at www.identicard.com/store/terms-conditions/ Not recommended for use around moving objects or playgrounds.</p> <p>LIMITED WARRANTY CUSTOMERS SHOULD TEST THE BREAKAWAY FEATURE FOR SUITABILITY FOR THEIR USE AND ENVIRONMENT. THIS PRODUCT IS SUBJECT TO A LIMITED WARRANTY found at www.identicard.com/store/terms-conditions/</p>						

Any questions, please call us at [REDACTED], fax us at [REDACTED] or email us at cs@pdcidenticard.com.
View Terms & Conditions online at www.pdcidenticard.com/terms.

From: Fifield, Jen [REDACTED]
Sent: 8/23/2021 5:52:32 PM
To: Douglas Logan [REDACTED]
Cc: Anderson, Zachary [REDACTED]; Rod Thomson [REDACTED]
Subject: Story about you for Arizona Republic/Sarasota Herald-Tribune

Attachments: [image001.png](#)

Hi Doug,

I'm sorry to hear that you have COVID-19. I hope you feel better soon. I wanted to let you know directly about a story that Zac and I have been working on. We want to tell people the true story about you. Who you are as a person, what your background is, what makes you the person you are, where your convictions are, and how you got involved in the election audits. Even if you are willing to share some photos of you – to show a side of you people don't know. We have been calling around and talking to people who know you, including many who know you through the US Cyber Challenge. We would love to talk to your family or close friends as well if you are willing to connect us.

I can tell you more on the phone when you're feeling better, if you're interested and willing.

We are hoping to run the story next week if we can, so please let me know what you think sometime by the end of this week.

Thanks,
Jen

Jen Fifield
Phoenix & Maricopa County Reporter
The Arizona Republic

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[REDACTED]

Twitter: [@JenFifield](#)
[azcentral.com](#)

azcentral.

From: Chris Witt [REDACTED]
Sent: 8/26/2021 9:10:23 PM
To: Douglas Logan [REDACTED]
Cc: Gene Kern [REDACTED]
Subject: FW: Demand for payment on behalf of Richard Bradford Mills and Andre McCoy

Attachments: [image001.jpg](#), [image002.jpg](#), [image003.jpg](#)

This is going to get messy. We will all be drug into this.

Chris Witt
WAKE Technology Services, Inc.

From: Kristen McCourt [REDACTED]
Sent: Thursday, August 26, 2021 2:26 PM
To: Chris Witt [REDACTED]
Cc: bradford.mills@[REDACTED] andremccoy@[REDACTED] Robert Saldutti [REDACTED]
Subject: Demand for payment on behalf of Richard Bradford Mills and Andre McCoy

Please see attached communication sent on behalf of Robert L. Saldutti, Esquire.



Kristen McCourt
Legal Department
[REDACTED]

[Email](#) | [Website](#)

The Law Firm Advantage in Creditors' Rights ■ 800 North Kings Highway | Suite 300 | Cherry Hill, NJ 08034
Philadelphia Office ■ BNY Mellon Center | 1735 Market Street | Suite 3750 | Philadelphia, PA 19103

"This firm is a debt collector attempting to collect a debt. Any information obtained will be used for that purpose."

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Philadelphia Office ■ BNY Mellon Center | 1735 Market Street | Suite 3750 | Philadelphia, PA 19103

From: Fifield, Jen [REDACTED]
Sent: 8/27/2021 7:43:08 PM
To: Douglas Logan [REDACTED]; Rod Thomson [REDACTED]
Subject: Story about Doug, fact checking and final request for comment

Attachments: [image001.png](#)

Hi Doug and Rod,

I'm finishing up my story, a story about Doug – who he is, what his personal background and cybersecurity background is, why he says he got involved in the audit (taken from past statements), thoughts from his longtime friends and others who met him during the audit about what his motivations might be, about his character. A hard story to tell when the subject himself is unwilling to talk, but I did my best to write a fair piece and accurately represent what Doug has said before about his thoughts on the election, the audit and his motivations.

The overall unanswered question I have is how Doug got involved. Who was the initial person he was in contact with, within the Byrne/Flynn/Wood/Powell team? Was it someone from his cybersecurity background? Any light you can shed on this would be great. Beyond that, I hoped you could fact check the following, and respond to certain facts I've learned about Doug's ties to the Byrne/Flynn/Wood/Powell team.

Please get back to me by **Tuesday latest**. And of course my request for a full interview, and photos of Doug in his life before this, still stands until this publishes.

Facts to check:

41 years old (nexis)
No prior political involvement (Rod)
Devout Christian (Rod + many friends)
Longtime registered republican (voting records)
11 children (or maybe 12, someone said Doug's wife is pregnant, pls let me know)
Homeschools children (neighbors and longtime friends)
Founded Cyber Ninjas in 2013 (linkedin)
Hired by Cigital in 2011 to build team that would run penetration testing/cybersecurity work, grew from 3-20 people
Graduated from Guilford College in business and accounting (checked with school)
First participated in US Cyber Challenge in 2010 as a student and was high scorer (longtime friend)
Volunteered for the challenge until spring 2020 when he resigned. Went from teaching assistant to teacher to also being chief technology officer (longtime friend)
SANS 2015 "difference maker" award
Handled cybersecurity projects for the FCC, United Services and Administration Corporation, and many major banks (online bio)
Cyber Ninjas had about 5-6 employees as of 2017 (longtime friend)
Antrim County analyst (court records)
Before lived in current house, lived in Colonial Oaks (nexis)

Parts of the story I would like response to, if possible:

OVERALL CLAIM IN THE STORY: Logan worked under both Lin Wood and Sidney Powell on election cases, research and evidence from mid-November to January. He was one of the cybersecurity experts and analysts working under Wood, Powell, Patrick Byrne and Mike Flynn in a plot to overturn the election results since November. The plan was to get access to voting machines (through court cases, local clerks or state lawmakers) and the analysts/cyber experts (Doug among them) would conduct audits. When the audits showed discrepancies, the plan was to have state lawmakers or local electors flip their electoral college votes. This is still the plan as communicated by Byrne and Flynn, two of the main funders of the AZ audit.

LEARNED IN MY REPORTING, NOT REPORTED BEFORE:

Doug went to Lin Wood's property on Nov. 15 – Jim Penrose brought him there – for a meeting that included Giuliani about election fraud. (text from Dave Hancock)
Doug stayed at Wood's property for a certain time period in November, until late November, and during this time helped Wood with home security and internet networks. (texts between Doug and Dave Hancock)
Doug has a doug@fightback.law email (which Dave Hancock says shows proves he worked directly for Wood)
In December, when AZ resident Staci Burk thought she might get access to her ballots, she was shown a series of text messages between at least two people on Sidney Powell's legal team (Carissa Keshel and someone named Sharon) and Doug Logan. The texts show that if Burk was to get the ballots, Doug and Jim Penrose would be the ones to help her evaluate the voting machines. Doug said in the text he would help with subpoenas.
Greg Freemeyer of Sullivan Strickler said Doug was the one to call him to ask him to go out to Antrim County (he says Doug was organizing the team)
Team that Doug put together for the AZ audit were all part of the "Bad News Bears," analysts that had done work prior for Byrne/Flynn/Wood/Powell and with ASOG

Happy to tell you more about my story on the phone as well so that you can respond fully.

Thank you,
Jen

Jen Fifield
Phoenix & Maricopa County Reporter
The Arizona Republic

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From: Fifield, Jen [REDACTED]
Sent: 8/30/2021 2:14:51 PM
To: Douglas Logan [REDACTED] >; Rod Thomson [REDACTED] >
Subject: Text message review, part 2 of 2

Attachments: [image001.png](#), [text1.jpg](#), [text2.jpg](#)

Hi Doug and Rod,

One more email about the text messages I'll be using in the story. Attached are two texts between Dave Hancock and Aaron Vick, who was at Lin Wood's property. The Nov. 14 texts show that Jim Penrose brought Doug to Lin Wood's property for a meeting with Giuliani and others regarding election fraud.

I also have about 10 or so text message screenshots back and forth from Doug Logan to Dave Hancock, showing that Doug was staying at Lin Wood at his property from mid-November until end of November. They are related to transferring the home security and cybersecurity network at Wood's home. I can send these as well, just let me know.

Please let me know if you would like to comment on these.

Thanks,
Jen

Jen Fifield
Phoenix & Maricopa County Reporter
The Arizona Republic

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[REDACTED]
[REDACTED]
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5:12 ↗



Aaron >

Everyone including Sidney come around 1230 and 1300

Did Jay talk about Sidney coming? Do you get the sense the Trump campaign is trying to distance itself?

I couldn't hear what Jay said it wasn't on speaker. Just hear Lin tell Jeanine about the call.

Sidney is confirmed for tomorrow at 12:30 as of 10 mins ago

I didn't get any sense on that in either direction based on tonight's info

But Gary Berntsen and Bart Marcois as some big names, why would they be coming?

Given Bart's history and relation to Gary is it safe to assume he was CIA as well?

Just figure they are trying to profit as consultants with Sidney

And Jim Penrose is bringing a
Doug Logan

Everyone including Sidney come
around 1230 and 1300

Did Jay talk about Sidney
coming? Do you get the sense
the Trump campaign is trying to
distance itself?

I couldn't hear what Jay said it
wasn't on speaker. Just hear Lin



iMessage



From: Fifield, Jen [REDACTED]
Sent: 9/2/2021 11:27:13 PM
To: Douglas Logan [REDACTED]; Rod Thomson [REDACTED]
Subject: story about Cleta Mitchell

Attachments: [image003.png](#)

Hi Doug and Rod,

I'm writing a story about Cleta Mitchell's involvement in managing an escrow account to pay contractors for the audit. Here's what we see in the documents and what Randy Pullen told me tonight, please let me know if you would like to comment or correct anything here, questions in parenthesis. **Please get back to me by noon Florida time tomorrow.**

- Cleta Mitchell set up an escrow account to collect funds to pay for the audit
- She involved a group called American Voting Rights Foundation (Do you know who this is?)
- Randy Pullen told me that Mitchell sought outside funds to bring into this account. He indicated that Cyber Ninjas did not take the \$5.7M it was given from outside groups and put it in this account. He said this is separate money from other funders.
- The group paid or is paying about \$1 million, divided by \$500,000 to CyFir, \$250,000 to StratTech and \$250,000 to Wake.
- Randy Pullen said that Mitchell brought in the money to this account separate from the Senate/Cyber Ninjas
- Pullen said he wasn't sure what Cyber Ninjas spent the \$5.7M on. He said he knew that more than \$2M went to technology. (Could you provide more details about what your money went to?)
- A settlement agreement was reached in late July between Cyber Ninjas, Wake TSI and the managers under Wake. The agreement said that Wake hadn't paid its managers yet, and that money would come from the escrow account – at least \$270,000 to at least 41 people (Is there a third round of people to be included in this? If so, how many and for how much?)
- Pullen told me that Cyber Ninjas paid Wake already what was under the original contract. (Is this correct?)
- (Why is it that Wake didn't pay its managers? Did they pay any people who contracted with them? Did the work expand what was initially expected/take more people than expected and that's why they didn't have enough to pay them?)

Thanks,
Jen

Jen Fifield
Phoenix & Maricopa County Reporter
The Arizona Republic

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From: Fifield, Jen <Jen.Fifield@azcentral.com>
Sent: 9/3/2021 3:02:43 AM
To: Douglas Logan <dlogan@cyberninjas.com>; Rod Thomson <rod@thomsonpr.com>
Subject: RE: story about Cleta Mitchell

Attachments: [image001.png](#)

Just one follow-up... My main question is actually whether Cyber Ninjas paid all three subcontractors (Wake, StratTech, and CyFIR) directly, and how much. Is this additional money from the escrow account right here, on top of what Cyber Ninjas paid them?

Just that answer alone would help considerably.

Thanks,
Jen

From: Fifield, Jen
Sent: Thursday, September 2, 2021 8:27 PM
To: dlogan@cyberninjas.com; Rod Thomson <rod@thomsonpr.com>
Subject: story about Cleta Mitchell

Hi Doug and Rod,

I'm writing a story about Cleta Mitchell's involvement in managing an escrow account to pay contractors for the audit. Here's what we see in the documents and what Randy Pullen told me tonight, please let me know if you would like to comment or correct anything here, questions in parenthesis. **Please get back to me by noon Florida time tomorrow.**

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Thanks,
Jen

Jen Fifield
Phoenix & Maricopa County Reporter
The Arizona Republic

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602-444-8763 (desk)
480-476-0108 (cell)
Jen.fifield@azcentral.com
Twitter: [@JenAFifield](#)
azcentral.com

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From: Fifield, Jen [REDACTED]
Sent: 9/3/2021 3:02:43 AM
To: Douglas Logan [REDACTED]; Rod Thomson [REDACTED]
Subject: RE: story about Cleta Mitchell

Attachments: [image001.png](#)

Just one follow-up... My main question is actually whether Cyber Ninjas paid all three subcontractors (Wake, StratTech, and CyFIR) directly, and how much. Is this additional money from the escrow account right here, on top of what Cyber Ninjas paid them?

Just that answer alone would help considerably.

Thanks,
Jen

From: Fifield, Jen
Sent: Thursday, September 2, 2021 8:27 PM
To: dlogan@cyberninjas.com; Rod Thomson [REDACTED]
Subject: story about Cleta Mitchell

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Thanks,
Jen

Jen Fifield
Phoenix & Maricopa County Reporter
The Arizona Republic

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From: David A. Graham [REDACTED]
Sent: 9/13/2021 1:49:39 PM
To: Douglas Logan [REDACTED]
Subject: The Atlantic: Audit update?

Hi Doug,

I hope you're doing well. I'm trying to understand the current status of the Maricopa audit. Where do things stand now? When will a report go to the Senate?

Thanks,

David

[REDACTED]

From: Jordan Williams [REDACTED]
Sent: 9/16/2021 3:59:00 PM
To: Legal [REDACTED]
Subject: Media Comment Re: Karen Fann Letter

Hello ,

My name is Jordan Williams and I am a reporter for The Hill. We're covering Sen. Fann's letter to you asking to turn over records related to the Maricopa County Audit. I wanted to know if the company has any comments on this?

<https://www.azcentral.com/story/news/politics/arizona/2021/09/15/arizona-audit-karen-fann-asks-cyber-ninjas-hand-over-records/8352371002/>

--

Jordan Williams
Breaking News Reporter, The Hill

[REDACTED]

From: Howard, Hope [REDACTED]
Sent: 9/20/2021 1:01:45 PM
To: Douglas Logan [REDACTED]
[REDACTED] <[REDACTED]@[REDACTED].com>; Howard, Hope [REDACTED]
Subject: CNN Request // Doug Logan

Hello Mr. Logan,

I hope you are well.

CNN's Jake Tapper is doing a comprehensive, one-hour documentary examining the 2020 presidential election. We are looking into how President Trump's messaging around the voting process may have impacted the results of the election. It's currently scheduled to air in primetime on November 5th.

Jake is eager to include some of President Trump's supporters in his program. He specifically asked to include you in the program and requested that I reach out to you to see if you'd be available to do an interview. Any guidance regarding this request is greatly appreciated. Please let me know if I can answer any questions via phone or at the email below.

Warmest regards,

HOPE HOWARD
[REDACTED]

From: [REDACTED]
Sent: 9/20/2021 12:11:10 PM
To: Fifield, Jen [REDACTED]
Subject: RE: Text message review, part 2 of 2

Attachments: [image001.png](#)

Jen,
Thank-you for taking the time to research and write something with journalistic integrity about me.

From: Fifield, Jen [REDACTED]
Sent: Monday, August 30, 2021 11:15 AM
To: Douglas Logan [REDACTED] Rod Thomson [REDACTED]
Subject: Text message review, part 2 of 2

Hi Doug and Rod,

One more email about the text messages I'll be using in the story. Attached are two texts between Dave Hancock and Aaron Vick, who was at Lin Wood's property. The Nov. 14 texts show that Jim Penrose brought Doug to Lin Wood's property for a meeting with Giuliani and others regarding election fraud.

I also have about 10 or so text message screenshots back and forth from Doug Logan to Dave Hancock, showing that Doug was staying at Lin Wood at his property from mid-November until end of November. They are related to transferring the home security and cybersecurity network at Wood's home. I can send these as well, just let me know.

Please let me know if you would like to comment on these.

Thanks,
Jen

Jen Fifield
Phoenix & Maricopa County Reporter
The Arizona Republic

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From: Carolina Lumetta [REDACTED]
Sent: 9/20/2021 5:54:22 PM
To: [REDACTED] Douglas Logan [REDACTED]
Subject: WORLD Interview

Hello Mr. Logan and Mr. Thomson,

As the Maricopa Co. audit winds down, I wanted to reiterate my request for an interview with Mr. Logan. I realize this is a contentious topic and you have most likely been inundated with interview requests. I've also read a fair amount of reporting that paints the audit and Mr. Logan in a negative or positive light based on the outlet. WORLD is not in the business of political punditry; we look for the biblically-objective truth, and I believe it is more accessible when we can hear from you directly. Our coverage is balanced and unbiased, and I would appreciate whatever time you have to discuss the audit, the challenges you have faced, and possibly the results as well. [Here](#) is my recent coverage for WORLD.

Thank you for your consideration. [REDACTED]

Sincerely,
Carolina Lumetta
Digital Reporter | [WORLD](#)

From: Funke, Daniel [REDACTED]
Sent: 9/24/2021 3:02:59 PM
To: Douglas Logan [REDACTED]
Subject: Media request From USA TODAY

Attachments: [image001.png](#)

Hi Doug,

I hope you're doing well. I'm a reporter for USA TODAY and I'm reaching out for a comment for a fact check I'm writing about the recent Arizona audit results.

I'm fact-checking a claim from former President Donald Trump that the results indicate there was fraud affecting the outcome of Arizona's election. Here's his statement, for context:
<https://www.instagram.com/p/CUNeZfLAPxi/>

As I understand it, the audit upheld Joe Biden's win in the state: <https://www.azcentral.com/story/news/politics/elections/2021/09/23/arizona-audit-draft-report-confirms-biden-beat-trump-2020/5835521001/>

My question for you: What do you make of the veracity of this claim? Did your audit find that fraud affected the outcome of Arizona's election?

Thanks!



Daniel Funke
[REDACTED]



From: Adam Klasfeld [REDACTED]
Sent: 9/24/2021 12:11:47 PM
To: Douglas Logan [REDACTED]
Subject: Press Inquiry: Arizona audit

Dear Mr. Logan:

Do you have any comment on the draft report on the Arizona audit confirming President Biden's victory and even expanding his lead in Maricopa County?

I would appreciate a quick response.

Thank you,
Adam

--

[REDACTED]

From: Fifield, Jen [REDACTED]
Sent: 9/27/2021 5:48:33 PM
To: Douglas Logan [REDACTED] Rod Thomson [REDACTED]
Subject: coin

Attachments: [image001.png](#), [coin.jpg](#)

Can you also please let me know who made and distributed this coin? And who/how many people received it?

Thanks,
Jen

Jen Fifield
Phoenix & Maricopa County Reporter
The Arizona Republic

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From: Fifield, Jen <Jen.Fifield@azcentral.com>
Sent: 9/27/2021 5:33:30 PM
To: Douglas Logan [REDACTED] Rod Thomson [REDACTED]
Subject: Draft report on Gateway Pundit

Attachments: [image001.png](#)

Hi Doug and Rod,

Please see this Gateway Pundit story. https://www.thegatewaypundit.com/2021/09/arizona-audit-final-report-watered-reports-cyber-ninjas-edited-damning-statements-removed-else-removed/?utm_source=Facebook&utm_medium=PostTopSharingButtons&utm_campaign=website-sharing-buttons&fbclid=IwAR2lrSS68uh61Epg7LTrF_SCm7VpDuw4pss7Suvon4jMwK6no2oTvCZfr4Y

And the "draft report" that Gateway Pundit says they got from Patrick Byrne, linked in the story: https://www.scribd.com/document/527331055/ExecutiveSummary-VersionFinal-092421-Draft#from_embed

The executive summary (dated 9/24) is completely different from the executive summary in the 9/22 draft report that the county received. Please let me know if Doug can verify this was indeed a version of the report at one time. And does he stand by the language here?

Jen

Jen Fifield
Phoenix & Maricopa County Reporter
The Arizona Republic

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From: Douglas Logan [REDACTED]
Sent: 9/27/2021 6:26:52 PM
To: Fifield, Jen [REDACTED]
Cc: Rod Thomson [REDACTED]; Karen Fann [REDACTED]
Subject: RE: Draft report on Gateway Pundit

Attachments: [image001.png](#)

No, I do not believe that was in any version of the Executive Summary I wrote. I'm not even sure offhand what that is adding together.

From: Fifield, Jen [REDACTED]
Sent: Monday, September 27, 2021 6:21 PM
To: Douglas Logan [REDACTED]
Cc: Rod Thomson [REDACTED]; Karen Fann [REDACTED]
Subject: RE: Draft report on Gateway Pundit

Thank you for your response. If you'd like to clarify further, I wondered if you wrote that "57,734 ballots with serious issues were identified in the audit."

Jen

From: Douglas Logan [REDACTED]
Sent: Monday, September 27, 2021 3:06 PM
To: Fifield, Jen [REDACTED]
Cc: Rod Thomson [REDACTED]; Fann [REDACTED]
Subject: RE: Draft report on Gateway Pundit

Jen,

The Executive Summary went through several drafts and changes, but the one referenced at the Scribd link is not one I ever wrote, nor was it ever part of our drafts reviewed with the Senate. I do not know its origins, but since it utilized my letter head I'm assuming it was written by someone who was contributing to the report at some point in time. The fact some language is shared means they likely reviewed the Executive Summary I wrote. No copy of the Executive Summary written by me ever directly stated the election should not be certified or should be decertified. I personally don't think it's my role to make that call or even that suggestion. That is something that should be determined by the legislature. My job was to relay the facts found during the audit and to provide advice on legislative reform.

Thanks,
Doug Logan

[REDACTED]

From: Fifield, Jen [REDACTED]
Sent: Monday, September 27, 2021 5:34 PM
To: Douglas Logan [REDACTED]; Rod Thomson [REDACTED]
Subject: Draft report on Gateway Pundit

Hi Doug and Rod,

Please see this Gateway Pundit story. https://www.thegatewaypundit.com/2021/09/arizona-audit-final-report-watered-reports-cyber-ninjas-edited-damning-statements-removed-else-removed/?utm_source=Facebook&utm_medium=PostTopSharingButtons&utm_campaign=website-sharing-buttons&fbclid=IwAR2lrSS68uh61Epg7LTrF_SCm7VpDuw4pss7SuvoN4jMwK6no2oTvcZfr4Y

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Jen

Jen Fifield
Phoenix & Maricopa County Reporter
The Arizona Republic

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[REDACTED]

AMERICAN
OVERSIGHT

AZ-SEN-21-0466, 21-0473, 21-0477, 21-0480, 21-0481-M,
21-0472, 21-0476-N, 21-0465, 21-0468, 21-0469-O, 21-0640-Q-000206

azcentral.

From: Carolina Lumetta [REDACTED]
Sent: 9/28/2021 10:09:34 PM
To: Douglas Logan [REDACTED]
Subject: Re: Scheduling WORLD Interview

Sounds great. Here's the Zoom link:

Carolina Lumetta is inviting you to a scheduled Zoom meeting.

Topic: WORLD Interview
Time: Sep 29, 2021 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting
<https://zoom.us/j/94749096083?pwd=TCs1Ok02RnArO3lMeDRvO1lLYUNKUT09>

Meeting ID: 947 4909 6083
Passcode: Yz6Biy

On Tue, Sep 28, 2021 at 7:50 PM Douglas Logan [REDACTED] wrote:

Caroline,

I can make tomorrow at 11am work.

Thanks,

Doug Logan

From: Carolina Lumetta [REDACTED]
Sent: Tuesday, September 28, 2021 1:12 PM
To: Douglas Logan [REDACTED]
Subject: Scheduling WORLD Interview

Hello Mr. Logan,

Thank you for your interest in speaking to me about the election audit. I understand it's been a crazy few months for you, and I appreciate your willingness to tell us your story. My deadline for the article is no later than Thursday morning, which unfortunately doesn't give extensive scheduling time. My schedule is very flexible, though, so I can accommodate whatever time works for you. How does tomorrow around 11am EST/8amMST work? As soon as we narrow down a time, I'll send a Zoom link along.

Thank you again, and I look forward to connecting.

Sincerely,

Carolina Lumetta

From: Carolina Lumetta [REDACTED]
Sent: 9/28/2021 1:12:10 PM
To: Douglas Logan [REDACTED]
Cc: [REDACTED]
[REDACTED] interview

Hello Mr. Logan,

Thank you for your interest in speaking to me about the election audit. I understand it's been a crazy few months for you, and I appreciate your willingness to tell us your story. My deadline for the article is no later than Thursday morning, which unfortunately doesn't give extensive scheduling time. My schedule is very flexible, though, so I can accommodate whatever time works for you. How does tomorrow around 11am EST/8amMST work? As soon as we narrow down a time, I'll send a Zoom link along.

Thank you again, and I look forward to connecting.

Sincerely,
Carolina Lumetta

From: Fifield, Jen [REDACTED]
Sent: 9/29/2021 2:03:02 PM
To: Douglas Logan [REDACTED]; Rod Thomson [REDACTED]
Subject: Audit talk

Attachments: [image003.png](#)

Hi Doug and Ron,

We are working on a larger story about the audit. As you know, this was an unprecedented activity – not just in Arizona but for the nation. We are taking a step back and want to talk to everyone who played a part. I'm trying to get insight into the actual day to day operations of the audit. Thought I would see if you would be willing to help?

Thanks,
Jen

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From: Jeremy Duda [REDACTED]
Sent: 9/29/2021 6:10:34 PM
To: Rod Thomson [REDACTED] Douglas Logan [REDACTED]
Subject: Early ballot envelopes

I've got some questions about the claims that Shiva Ayyadurai made during his presentation at the Arizona Senate on Friday.

-Dr. Ayyadurai questioned why the "verified and approved" stamp appeared behind the triangle on some of the EVB envelope images. On the images, the triangles were white with black borders. But on the actual envelopes, the triangle is solid black. According to the Maricopa County Elections Department and to Runbeck Election Services, which prints and scans those envelopes, this is due to binary scanning, which hollows out the coloring inside of those borders to create smaller files and save space on the computers, which is why the stamp doesn't appear within those triangles. Was Dr. Ayyadurai aware of this, and if not, why not?

-Was Dr. Ayyadurai aware that the triangles on the paper envelopes are solid black? If so, why didn't he mention this in his report or his presentation? If not, why not?

-Dr. Ayyadurai questioned why only 10% of early ballot envelopes had "verified and approved" stamps. According to county election officials and others who have worked in the elections department, only signatures that are flagged for additional verification or "curing" end up with those stamps. Most signatures are verified through digital images, which doesn't require election workers to ever see or touch the physical envelopes. Only if there are questions do they actually inspect the paper envelope. And the reason there's a disproportionate number of stamps after Nov. 3 is that the county hired additional people and put additional resources into signature curing, which is legally permitted for five days after the election. Was Dr. Ayyadurai aware of any of this?

-Dr. Shiva flagged signatures that he described as "scribbles" and questioned why they were verified. Signature verification does not, however, depend on legibility of the signature. It depends on whether the signature matches other signatures that the elections department has on file for each voter. And if any signature, scribble or otherwise, doesn't match the signature on file for that voter, elections workers contact that voter to verify the signature. Was Dr. Shiva familiar with or aware of this process when he conducted his evaluation?

-Was Dr. Ayyadurai aware that if an envelope doesn't have a signature, election officials contact the voter to give them an opportunity to sign? Was he aware of how the envelope duplication process works?

To be perfectly frank, Dr. Ayyadurai seems to have not only had no knowledge of how the signature verification process works or what the processes and procedures Maricopa County uses regarding EVBs, he does not appear to have made any effort whatsoever to find out. Runbeck tells me that Dr. Ayyadurai never reached out to the company with any questions. What, if any, efforts did Dr. Ayyadurai take to answer the questions he raised or to familiarize himself with the laws, processes and procedures pertaining to EVBs?

I plan to publish my story around 3p.m. on Thursday (Arizona time).

--

Jeremy Duda
[REDACTED]

From: Fifield, Jen [REDACTED]
Sent: 9/29/2021 2:03:39 PM
To: Douglas Logan [REDACTED]; Rod Thomson [REDACTED]
Subject: RE: Audit talk

Attachments: [image001.png](#)

Rod, obviously I meant Rod. I am sure you get that a lot, and I'm sure it's super annoying. Sorry!

From: Fifield, Jen
Sent: Wednesday, September 29, 2021 11:03 AM
To: Douglas Logan [REDACTED]; Rod Thomson [REDACTED]
Subject: Audit talk

Hi Doug and Ron,

We are working on a larger story about the audit. As you know, this was an unprecedented activity – not just in Arizona but for the nation. We are taking a step back and want to talk to everyone who played a part. I'm trying to get insight into the actual day to day operations of the audit. Thought I would see if you would be willing to help?

Thanks,
Jen

Jen Fifield
Phoenix & Maricopa County Reporter
The Arizona Republic

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From: Stephanie Smolik [REDACTED]
Sent: 9/29/2021 3:44:01 PM
To: Chris Witt [REDACTED]
Cc: Gene Kern [REDACTED]; Douglas Logan [REDACTED]
Subject: Re: Resend Correspondence--RE: PDC Identocard-HAYSTACK INVESTIGATIONS-0009953211163063

Attachments: [image001.jpg](#)

Hello.

Any Update on this past due balance?



Stephanie Smolik
Credit and Collections

pdcidentocard.com

Tell us how we're doing in our [Customer Survey](#).

On Fri, Aug 6, 2021 at 6:46 PM Chris Witt [REDACTED] wrote:

Here is a list of payments WAKE made on behalf of the project:

4/13: 9346438379 - \$821.50
4/13: 9346438378 - \$328.98
4/14: 9346450957 - \$1,047.02
4/14: 9346450956 - \$1,584.77
4/14: 9346450957 - \$1,403.96
4/14: 9346463922 - \$157.72
4/15: 9346450957 - \$356.94
4/21: 9346508581 - \$156.27
4/21: 9346508581 - \$6.61
4/21: 9346508581 - \$150.40
4/21: 9346508581 - \$62.21

We do not own this equipment. If there are remaining balances due, this needs to be addressed with Doug Logan who is the owner and copied on this email.

Thanks

Chris Witt

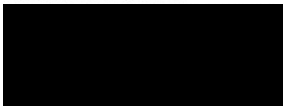
WAKE Technology Services, Inc.

AMERICAN INVESTIGATIVE
From: stephanie.smolik [REDACTED] EN-21-0466, 21-0473, 21-0477, 21-0480, 21-0481-M,
Sent: Tuesday, August 3, 2021 3:24 PM 21-0472, 21-0476-N, 21-0465, 21-0468, 21-0469-O, 21-0640-Q-000215

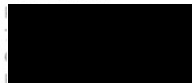
To: Chris Witt [REDACTED]
Subject: Resend Correspondence--RE: PDC Identocard-HAYSTACK INVESTIGATIONS-0009953211163063



ACH/Wire Bank Details:



REMITTANCE:



August 3, 2021

ACCOUNT #: [REDACTED]

ACCOUNTS PAYABLE
HAYSTACK INVESTIGATIONS
1451 QUENTIN RD
LEBANON, PA 17042
United States

Customer FAX:

Dear Customer:

Will you call me please regarding these invoices?

PDC Identocard appreciates your continued business.

Please review this list of open invoices. You may contact us if you require any additional information or if a dispute exists that would delay your payment.

Please remit your payment to the remit to address found at the top of this letter. If you are remitting payment by ACH or wire transfer, please fax your remittance information to 1-877-225-7968 or forward an e-mail to [REDACTED]

LIST OF OPEN ITEMS:

DOCUMENT	CURR	AMOUNT	INV DATE	DUE DATE	PO NUMBER
9346751280	USD	(1,626.31)	5/14/21	5/14/21	AZ001
9346751281	USD	(120.87)	5/14/21	5/14/21	AZ001
9346751282	USD	(263.07)	5/14/21	5/14/21	AZ001
9346751283	USD	(867.15)	5/14/21	5/14/21	AZ001
9346502336	USD	349.60	4/16/21	5/16/21	AZ001
9346502337	USD	315.06	4/16/21	5/16/21	AZ001
9346506638	USD	1,038.46	4/17/21	5/17/21	AZ001
9346516086	USD	1,598.00	4/19/21	5/19/21	AZ001
9346516087	USD	3,233.83	4/19/21	5/19/21	AUTH HEATHER HON
9346622800	USD	159.05	4/29/21	5/29/21	AZ001
Subtotal For USD					3,816.60

Total Balance:

Currency	Balance
American Dollar (USD):	3,816.60

Past Due Amount:

Currency	Balance
American Dollar (USD):	3,816.60

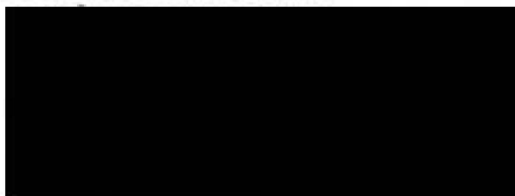
Sincerely,

Stephanie Smolik
Accounts Receivable

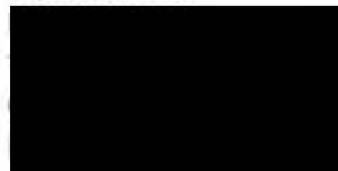
Phone: [REDACTED]
Fax: [REDACTED]
EMAIL: [REDACTED]



ACH/Wire Bank Details:



REMITTANCE:



From: Anglen, Robert [REDACTED]
Sent: 9/30/2021 1:23:38 PM
To: Douglas Logan [REDACTED]
Cc: Tulumello, Kathy [REDACTED]; [REDACTED]
Subject: Interview request/ analysis calls hand count 'fiction'

Attachments: [Expanded_Box and Batch Counts from Pullen Report_09272021.xlsx](#), [Review of Machine Count Report_Final.pdf](#)

Mr. Logan:

Following up on my phone call last night, I wanted to provide you copies of a report by election data analysts Larry Moore, Benny White and Tim Halvorsen. They have conducted an analysis based on data in the Senate's audit report that they say calls into question the hand count of Maricopa County ballots conducted by Cyber Ninjas.

The report says it found a nearly 16K discrepancy in one pallet between the hand count and the machine count of ballots. They use the word "fiction" to describe your work.

I want to make sure you have every chance to review and comment on this report. I can be reached today at 602-316-8395. I do need to hear back from you today.

I appreciate your help.

Sincerely,

Robert Anglen
Consumer investigations

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Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	EV	11-05	C2	8898	8672	8672	5/6/2021	172	199			172	EVC2/11-5/8898	8672	172	0
15	EV	11-05	C2	8898	8898	8898	5/6/2021	199	199			199	EVC2/11-5/8898	8898	199	0
15	EV	11-05	C2	8898	8910	8910	5/6/2021	199	199			199	EVC2/11-5/8898	8910	199	0
15	EV	11-05	C2	8898	8943	8943	5/6/2021	194	198			194	EVC2/11-5/8898	8943	194	0
15	EV	11-05	C2	8898	9092	9092	5/6/2021	200	200			200	EVC2/11-5/8898	9092	200	0
15	EV	11-05	C2	8898	9173	9173	5/6/2021	196	196			196	EVC2/11-5/8898	9173	196	0
15	EV	11-05	C2	8898			Total:	1,160	1,191	1,178	1,166	1,160	EVC2/11-5/8898		1160	0
15	EV	11-06	C2	##	8965	8965	5/6/2021	199	183			183	EVC2/11-06/8968	8965	199	16
15	EV	11-06	C2	##	8968	8968	5/6/2021	195	194			194	EVC2/11-06/8968	8968	195	1
15	EV	11-06	C2	##	8992	8992	5/6/2021	199	215			215	EVC2/11-06/8968	8992	199	-16
15	EV	11-06	C2	##	8994	8994	5/6/2021	200	200			200	EVC2/11-06/8968	8994	200	0
15	EV	11-06	C2	##	9329	9329	5/6/2021	198	198			198	EVC2/11-06/8968	9329	198	0
15	EV	11-06	C2	##	9412	9412	5/6/2021	199	199			199	EVC2/11-06/8968	9412	199	0
15	EV	11-06	C2	##			Total:	1,190	1,189	1,194	1199	1,189	EVC2/11-06/8968		1190	1
15	EV	11-06	C2	8983	#				248			248	EVC2/11-06/8983	8869	198	-50
15	EV	11-06	C2	8983	#				199			199	EVC2/11-06/8983	8983	199	0
15	EV	11-06	C2	8983	#				197			197	EVC2/11-06/8983	9098	200	3
15	EV	11-06	C2	8983	#				290			290	EVC2/11-06/8983	9177	196	-94
15	EV	11-06	C2	8983	#				152			152	EVC2/11-06/8983	9290	199	47
15	EV	11-06	C2	8983	#				104			104	EVC2/11-06/8983	9349	198	94
15	EV	11-06	C2	8983			Total:	???	1,190	1,202	1,199	1,190	EVC2/11-06/8983		1190	0

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	EV	11-	C2	9110	8945	8945	##	196	241			241	EVC2/11-06/9110	8945	196	-45
15	EV	11-	C2	9110	8989	8989	##	196	196			196	EVC2/11-06/9110	8989	196	0
15	EV	11-	C2	9110	8998	8998	##	200	200			200	EVC2/11-06/9110	8998	200	0
15	EV	11-	C2	9110	9037	9037	##	200	155			155	EVC2/11-06/9110	9037	200	45
15	EV	11-	C2	9110	9065	9065	##	200	200			200	EVC2/11-06/9110	9065	200	0
15	EV	11-	C2	9110	9110	9110	##	243	193			193	EVC2/11-06/9110	9110	193	0
15	EV	11-	C2	9110			Total:	1,235	1,185	1,186	1192	1,185	EVC2/11-06/9110		1185	0
15	EV	11-06	C2	#	8979	8965	5/6/2021	199	197			197	EVC2/11-06/9146	8979	197	0
15	EV	11-06	C2	#	9045	9045	5/6/2021	199	198			198	EVC2/11-06/9146	9045	198	0
15	EV	11-06	C2	#	9146	9146	5/6/2021	198	197			197	EVC2/11-06/9146	9146	197	0
15	EV	11-06	C2	#	9348				197			197	EVC2/11-06/9146	9348	197	0
15	EV	11-06	C2	#	9396	9396	5/6/2021	196	196			196	EVC2/11-06/9146	9396	196	0
15	EV	11-06	C2	#	9398	9398	5/6/2021	199	198			198	EVC2/11-06/9146	9398	198	0
15	EV	11-06	C2	#			Total:	991	1,183	1,194	1193	1,183	EVC2/11-06/9146		1183	0
15	EV	11-06	C2	9352	9319	9319	5/5/2021	197	198			197	EVC2/11-06/9352	9319	197	0
15	EV	11-06	C2	9352	9352	9352	5/5/2021	200	200			200	EVC2/11-06/9352	9352	200	0
15	EV	11-06	C2	9352	9394	9394	5/6/2021	200	200			200	EVC2/11-06/9352	9394	200	0
15	EV	11-06	C2	9352	9454	9454	5/6/2021	198	198			198	EVC2/11-06/9352	9454	198	0
15	EV	11-06	C2	9352	9571	9571	5/6/2021	199	199			199	EVC2/11-06/9352	9571	199	0
15	EV	11-06	C2	9352	9574	9574	5/6/2021	195	195			195	EVC2/11-06/9352	9574	195	0
15	EV	11-06	C2	9352				1,189	1,190	1,198		1,189	EVC2/11-06/9352		1189	0

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	EV	11-06	C2	9360	9323	9323	5/6/2021	200	200			200	EVC2/11-06/9360	9323	200	0
15	EV	11-06	C2	9360	9325	9325	5/6/2021	196	196			196	EVC2/11-06/9360	9325	196	0
15	EV	11-06	C2	9360	9360	9360	5/6/2021	199	199			199	EVC2/11-06/9360	9360	199	0
15	EV	11-06	C2	9360	9459		5/6/2021		196				EVC2/11-06/9360	9359	196	196
15	EV	11-06	C2	9360	9564	9564	5/6/2021	200	200			200	EVC2/11-06/9360	9564	200	0
15	EV	11-06	C2	9360	9566	9566	5/6/2021	197	197			197	EVC2/11-06/9360	9566	197	0
15	EV	11-06	C2	9360			Total	992	1,188	1,192	1197	1188	EVC2/11-06/9360		1188	0
15	EV	11-06	C2	9417	9322	8965	5/6/2021	199	198			199	EVC2/11-06/9417	9322	199	0
15	EV	11-06	C2	9417	9324	9324	5/5/2021	201	199			199	EVC2/11-06/9417	9324	199	0
15	EV	11-06	C2	9417	9351	9351	5/6/2021	398	199			199	EVC2/11-06/9417	9351	199	0
15	EV	11-06	C2	9417	9417	9417	5/5/2021	397	199			199	EVC2/11-06/9417	9417	199	0
15	EV	11-06	C2	9417	9432	9432	5/6/2021	196	196			196	EVC2/11-06/9417	9432	196	0
15	EV	11-06	C2	9417	9570				200			200	EVC2/11-06/9417	9570	200	0
15	EV	11-06	C2	9417			Total:	1,391	1,191	1,208	1201	1192	EVC2/11-06/9417		1192	0
15	EV	11-6	C2	9563	9301	9301	5/6/2021	198	198			198	EVC2/11-6/9563	9301	198	0
15	EV	11-6	C2	9563	9375	9375	5/6/2021	177	177			177	EVC2/11-6/9563	9375	177	0
15	EV	11-6	C2	9563	9442	9442	5/5/2021	199	199			199	EVC2/11-6/9563	9442	199	0
15	EV	11-6	C2	9563	9545	9545	5/5/2021	200	199			199	EVC2/11-6/9563	9545	199	0
15	EV	11-6	C2	9563	9563	9563	5/5/2021	199	199			199	EVC2/11-6/9563	9563	199	0
15	EV	11-6	C2	9563	9469							198	EVC2/11-6/9563	9469	198	0
15	EV	11-6	C2	9563			Total:	973	972	1,172	1174	1170	EVC2/11-6/9563		1170	0

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	EV	11-05, 11-6	C3	9046	8973	8973	5/7/2021	196	38			38	EVC3/11-05 & 11-6/9046	8973	196	158
15	EV	11-05, 11-6	C3	9046	8996	8996	5/7/2021	199	198			199	EVC3/11-05 & 11-6/9046	8996	199	0
15	EV	11-05, 11-6	C3	9046	9046	9046	5/6/2021	199	199			199	EVC3/11-05 & 11-6/9046	9046	199	0
15	EV	11-05, 11-6	C3	9046	9058	9058	5/6/2021	62	62			62	EVC3/11-05 & 11-6/9046	9058	62	0
15	EV	11-05, 11-6	C3	9046	9061	9061	5/6/2021 5/7/2021	199	199			199	EVC3/11-05 & 11-6/9046	9061	199	0
15	EV	11-05, 11-6	C3	9046	9086	9086	5/7/2021	198	356			356	EVC3/11-05 & 11-6/9046	9086	198	-158
15	EV	11-05, 11-6	C3	9046	9039							200	EVC3/11-05 & 11-6/9046	9039	200	0
15	EV	11-05, 11-6	C3	9046			Total	1,053	1,052	1,257	1262	1053	EVC3/11-05 & 11-6/9046		1253	200

15	EV	11-06	C3	9052	8537	8537	5/7/2021	199	200			199	EVC3/11-06/9052	8537A	199	0
15	EV	11-06	C3	9052	8972	8972	5/7/2021	200	200			200	EVC3/11-06/9052	8972	200	0
15	EV	11-06	C3	9052	905								EVC3/11-06/9052			0
15	EV	11-06	C3	9052	9052	9052	5/6/2021 5/7/2021	197	197			197	EVC3/11-06/9052	9052	197	0
15	EV	11-06	C3	9052	9069	9069	5/7/2021	199	199			199	EVC3/11-06/9052	9069	199	0
15	EV	11-06	C3	9052	9106	9106	5/7/2021	195	195			195	EVC3/11-06/9052	9106	195	0
15	EV	11-06	C3	9052	9116	9116	5/7/2021	198	198			198	EVC3/11-06/9052	9116	198	0
15	EV	11-06	C3	9052			Total:	1,188	1,189	1,188		1188	EVC3/11-06/9052		1188	0

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	EV	11-06	C3	9097	9003	9003	5/6/2021	111	111			111	EVC3/11-06/9097	9003	111	0
15	EV	11-06	C3	9097	9054	9054	5/6/2021	198	198			198	EVC3/11-06/9097	9054	198	0
15	EV	11-06	C3	9097	9059	9059	5/6/2021	198	198			198	EVC3/11-06/9097	9059	198	0
15	EV	11-06	C3	9097	9077	9077	5/6/2021	200	200			200	EVC3/11-06/9097	9077	200	0
15	EV	11-06	C3	9097	9097	9097	5/6/2021	198	198			198	EVC3/11-06/9097	9097	198	0
15	EV	11-06	C3	9097	9193	9193	5/6/2021	195	195			195	EVC3/11-06/9097	9193	195	0
15	EV	11-06	C3	9097			Total:	1,100	1,100	1,114		1100	EVC3/11-06/9097		1100	0
15	EV	11-06	C3	9245	8555	8965	5/6/2021	162	162			162	EVC3/11-06/9245	8555	162	0
15	EV	11-06	C3	9245	9000	9000	5/6/2021	200	200			200	EVC3/11-06/9245	9000	200	0
15	EV	11-06	C3	9245	9245	9245	5/6/2021	198	198			198	EVC3/11-06/9245	9245	198	0
15	EV	11-06	C3	9245	9276	9276	5/6/2021	165	165			165	EVC3/11-06/9245	9276	165	0
15	EV	11-06	C3	9245	9278	9278	5/6/2021	187	187			187	EVC3/11-06/9245	9278	187	0
15	EV	11-06	C3	9245	9385	9385	5/6/2021	197	197			197	EVC3/11-06/9245	9385	197	0
15	EV	11-06	C3	9245			Total:	1,109	1,109	1,122		1109	EVC3/11-06/9245		1109	0
15	EV	11-06	C3	9273	9241	9241	5/6/2021	200	162			162	EVC3/11-06/9273	9241	198	36
15	EV	11-06	C3	9273	9273	9273	5/6/2021	196	196			197	EVC3/11-06/9273	9273	197	0
15	EV	11-06	C3	9273	9277	9277	5/6/2021	100	200			200	EVC3/11-06/9273	9277	162	-38
15	EV	11-06	C3	9273	9307	9307	5/6/2021	250	196			196	EVC3/11-06/9273	9307	196	0
15	EV	11-06	C3	9273	9393	9393	5/6/2021	200	200			200	EVC3/11-06/9273	9393	200	0
15	EV	11-06	C3	9273	9567	9567	5/6/2021	100	196			196	EVC3/11-06/9273	9567	198	2
15	EV	11-06	C3	9273			Total:	1,046	1,150	1,159	1158	1151	EVC3/11-06/9273		1151	0

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	EV	11-06	C3	9315	9312	9312	5/5/2021	146	196			196	EVC3/11-06/9315	9312	196	0
15	EV	11-06	C3	9315	9315	9315	5/5/2021	172	172			172	EVC3/11-06/9315	9315	172	0
15	EV	11-06	C3	9315	9378	9378	5/6/2021	198	198			198	EVC3/11-06/9315	9378	198	0
15	EV	11-06	C3	9315	9486	9486	5/5/2021 5/6/2021	198	198			198	EVC3/11-06/9315	9486	198	0
15	EV	11-06	C3	9315	9492	9492	5/6/2021	198	198			198	EVC3/11-06/9315	9492	198	0
15	EV	11-06	C3	9315	9502	9502	5/6/2021	200	200			200	EVC3/11-06/9315	9502	200	0
15	EV	11-06	C3	9315			Total:	1,112	1,162	1,162	1156	1162	EVC3/11-06/9315		1162	0
15	EV	11-06	C3	9343	9302	8965			196			196	EVC3/11-06/9343	9302	199	3
15	EV	11-06	C3	9343	9304	9304	5/3/2021 5/6/2021	495	199			199	EVC3/11-06/9343	9304	196	-3
15	EV	11-06	C3	9343	9343				200			200	EVC3/11-06/9343	9343	197	-3
15	EV	11-06	C3	9343	9416				197			197	EVC3/11-06/9343	9416	197	0
15	EV	11-06	C3	9343	9418				200			200	EVC3/11-06/9343	9418	200	0
15	EV	11-06	C3	9343	9431				197			197	EVC3/11-06/9343	9431	200	3
15	EV	11-06	C3	9343			Total:	495	1,189	1,196	1193	1189	EVC3/11-06/9343		1189	0

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	EV	11-06	C3	9424	9221	9221	5/5/2021	169	200			200	EVC3/11-06/9424	9221	169	-31
15	EV	11-06	C3	9424	9321	9321	5/5/2021	198	198			198	EVC3/11-06/9424	9321	198	0
15	EV	11-06	C3	9424	9338	9338	5/5/2021	199	200			200	EVC3/11-06/9424	9338	199	-1
15	EV	11-06	C3	9424	9414	8414	5/5/2021	197	197			197	EVC3/11-06/9424	9414	197	0
15	EV	11-06	C3	9424	9424	9424	5/5/2021	198	198			198	EVC3/11-06/9424	9424	198	0
15	EV	11-06	C3	9424	9572	9572	5/5/2021	196	164			164	EVC3/11-06/9424	9572	196	32
15	EV	11-06	C3	9424	9575	9575	5/5/2021	67	67			67	EVC3/11-06/9424	9575	67	0
15	EV	11-06	C3	9424			Total:	1,224	1,224	1,230		1224	EVC3/11-06/9424		1224	0
15	I EV	11-6	C3	9411	9411	9411	5/5/2021	198	198			198	EVC3/11-6/9411	9411	198	0
15	I EV	11-6	C3	9411	9498	9498	5/5/2021	197	197			197	EVC3/11-6/9411	9498	197	0
15	I EV	11-6	C3	9411			Total:	395	395	398		395	EVC3/11-6/9411		395	0
15	EV	11-05	C4	8987	8974	8974	5/7/2021	197	197			197	EVC4/11-05/8987	8974	197	0
15	EV	11-05	C4	8987	8987	8987	5/6/2021	199	199			199	EVC4/11-05/8987	8987	199	0
15	EV	11-05	C4	8987	9023	9023	5/6/2021	196	196			196	EVC4/11-05/8987	9023	196	0
15	EV	11-05	C4	8987	9041	9041	5/7/2021	193	193			193	EVC4/11-05/8987	9041	193	0
15	EV	11-05	C4	8987	9063	9063	5/6/2021	200	200			200	EVC4/11-05/8987	9063	200	0
15	EV	11-05	C4	8987	9066	9066	5/6/2021	200	200			200	EVC4/11-05/8987	9066	200	0
15	EV	11-05	C4	8987			Total:	1,185	1,185	1,192		1185	EVC4/11-05/8987		1185	0

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	EV	11-05	C4	9171	8993	8993	5/6/2021	392	198			200	EVC4/11-05/9171	8993	198	-2
15	EV	11-05	C4	9171	9085	9085	5/7/2021	198	198			192	EVC4/11-05/9171	9085	198	6
15	EV	11-05	C4	9171	9105	9105	5/6/2021	194	194			194	EVC4/11-05/9171	9105	194	0
15	EV	11-05	C4	9171	9170	9170	5/6/2021	100	198			198	EVC4/11-05/9171	9170	197	-1
15	EV	11-05	C4	9171	9171	9171	5/6/2021	196	196			196	EVC4/11-05/9171	9171	196	0
15	EV	11-05	C4	9171	9186				197				EVC4/11-05/9171	9196	194	194
15	EV	11-05	C4	9171			Total	1,080	1,181	1,176	1186	1177	EVC4/11-05/9171		1177	0

Note: 9196 is the actual batch, had 194 ballots. 9186 is an error, it is on Pallet 28 in Box EVH3/11-05 & 11-06/9028.

15	EV	11-06	C4	9060	8976	8976	5/6/2021	200	200			200	EVC2/11-06/9060	8976	200	0
15	EV	11-06	C4	9060	8981	8981	5/6/2021	199	199			199	EVC2/11-06/9060	8981	199	0
15	EV	11-06	C4	9060	9055	9055	5/6/2021	200	199			199	EVC2/11-06/9060	9055	200	1
15	EV	11-06	C4	9060	9060	9060	5/6/2021	196	196			196	EVC2/11-06/9060	9060	196	0
15	EV	11-06	C4	9060	9093	9093	5/6/2021	196	197			197	EVC2/11-06/9060	9093	196	-1
15	EV	11-06	C4	9060	9100	9100	5/6/2021	199	199			199	EVC2/11-06/9060	9100	199	0
15	EV	11-06	C4	9060			Total:	1,190	1,190	1,197		1190	EVC2/11-06/9060		1190	0

15	EV	11-06	C4	9062	8963	8963	5/6/2021	199	199			199	EVC4/11-05/9062	8963	199	0
15	EV	11-06	C4	9062	8977	8977	5/6/2021	198	198			198	EVC4/11-05/9062	8977	198	0
15	EV	11-06	C4	9062	8982	8982	5/6/2021	200	200			200	EVC4/11-05/9062	8982	200	0
15	EV	11-06	C4	9062	9042				199			200	EVC4/11-05/9062	9042	199	-1
15	EV	11/1/06	C4	9062	9050	9050	5/6/2021	197	197			197	EVC4/11-05/9062	9050	197	0
15	EV	11-06	C4	9062	9062	9062	5/6/2021	194	194			194	EVC4/11-05/9062	9062	194	0
15	EV	11-06	C4	9062	9064	9064	5/6/2021	198	197			197	EVC4/11-05/9062	9064	198	1
15	EV	11-06	C4	9062			Total:	1,186	1,384	1,388	1393	1385	EVC4/11-05/9062		1385	0

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	EV	11-06	C4	9246	9163	9163	5/6/2021 5/7/2021	200	200			200	EVC4/11-06/9246	9163	200	0
15	EV	11-06	C4	9246	9222	9222	5/6/2021	198	198			198	EVC4/11-06/9246	9222	198	0
15	EV	11-06	C4	9246	9228	9228	5/6/2021	197	197			197	EVC4/11-06/9246	9228	197	0
15	EV	11-06	C4	9246	9246	9246	5/6/2021	198	198			198	EVC4/11-06/9246	9246	198	0
15	EV	11-06	C4	9246	9269	9269	5/6/2021	249	199			199	EVC4/11-06/9246	9269	199	0
15	EV	11-06	C4	9246	9342	9342	5/7/2021	195	195			195	EVC4/11-06/9246	9342	195	0
15	EV	11-06	C4	9246			Total	1,237	1,187	1,192	1194	1187	EVC4/11-06/9246		1187	0

15	EV	11-06	C4	9308	9308	8965			198			198	EVC4/11-06/9308	9308	198	0
15	EV	11-06	C4	9308	9483				196			196	EVC4/11-06/9308	9483	197	1
15	EV	11-06	C4	9308	9533				199			199	EVC4/11-06/9308	9533	199	0
15	EV	11-06	C4	9308	9536				196			196	EVC4/11-06/9308	9536	196	0
15	EV	11-06	C4	9308	9544				150			150	EVC4/11-06/9308	9544	197	47
15	EV	11-06	C4	9308	9554				244			244	EVC4/11-06/9308	9554	196	-48
15	EV	11-06	C4	9308			Total:	???	1,183	1,198	1190	1183	EVC4/11-06/9308		1183	0

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	EV	11-06	C4	9354	9294				198			198	EVC4/11-06/9354	9294	198	0
15	EV	11-06	C4	9354	9314				198			198	EVC4/11-06/9354	9314	191	-7
15	EV	11-06	C4	9354	9316				191			191	EVC4/11-06/9354	9316	198	7
15	EV	11-06	C4	9354	9354				396			396	EVC4/11-06/9354	9354	198	-198
15	EV	11-06	C4	9354	9415				198			198	EVC4/11-06/9354	9415	198	0
15	EV	11-06	C4	9354	9421				198			198	EVC4/11-06/9354	9421	198	0
15	EV	11-06	C4	9354	9422	9422	5/6/2021 5/7/2021	150					EVC4/11-06/9354	9422	198	198
15	EV	11-06	C4	9354			Total:	150	???	1,386	1383	1379	EVC4/11-06/9354		1379	0
8965																
15	EV	11-06	C4	9403	8946				0				EVC4/11-06/9403	8946	198	198
15	EV	11-06	C4	9403	9267				0				EVC4/11-06/9403	9267	198	198
15	EV	11-06	C4	9403	9279				0				EVC4/11-06/9403	9279	199	199
15	EV	11-06	C4	9403	9310				0				EVC4/11-06/9403	9310	200	200
15	EV	11-06	C4	9403	9403				1,191			1191	EVC4/11-06/9403	9403	200	-991
15	EV	11-06	C4	9403	9456				0				EVC4/11-06/9403	9456	196	196
15	EV	11-06	C4	9403			Total:	???	1,191	1,201	1204	1191	EVC4/11-06/9403		1191	0

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	EV	11-06	C4	9433	9296	9296	5/6/2021	190	190			190	EVC4/11-06/9433	9296	190	0
15	EV	11-06	C4	9433	9320	9320	5/6/2021	200	200			199	EVC4/11-06/9433	9320	200	1
15	EV	11-06	C4	9433	9357				198			200	EVC4/11-06/9433	9357	199	-1
15	EV	11-06	C4	9433	9358	9358	5/5/2021 5/6/2021	196	196			197	EVC4/11-06/9433	9358	197	0
15	EV	11-06	C4	9433	9433	9433	5/5/2021	198	198			198	EVC4/11-06/9433	9433	198	0
15	EV	11-06	C4	9433	9451	9451	5/5/2021	198	198			198	EVC4/11-06/9433	9451	198	0
15	EV	11-06	C4	9433	Total:			982	1,180	1,192	1186	1182	EVC4/11-06/9433		1182	0
15	EV	11-05	C5	8829	8822	8965			200			200	EVC5/11-05/8829	8822	199	-1
15	EV	11-05	C5	8829	8829				380			380	EVC5/11-05/8829	8829	190	-190
15	EV	11-05	C5	8829	8921				75			75	EVC5/11-05/8829	8921	199	124
15	EV	11-05	C5	8829	9072				109			109	EVC5/11-05/8829	9072	200	91
15	EV	11-05	C5	8829	9209				184			184	EVC5/11-05/8829	9209	197	13
15	EV	11-05	C5	8829	9211				215			215	EVC5/11-05/8829	9211	197	-18
15	EV	11-05	C5	8829	9422				19			19	EVC5/11-05/8829			-19
15	EV	11-05	C5	8829			Total:	???	1,182	1,182	1189	1182	EVC5/11-05/8829		1182	0

There are numerous errors in this box. The batch counts are not correct. The box total is correct but that requires 9422 to be in this box, which it was not.

Batch 9422 was in box EVC4/11-06/9354 on Pallet 15. See sheet 266 of 695. It was counted on 11/6 and this box was counted on 11/5. Batch 9422 had 198 ballots

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	EV	11-05	C5	9073	8999				0				EVC5/11-05/9073	8999	192	192
15	EV	11-05	C5	9073	9021				0				EVC5/11-05/9073	9021	199	199
15	EV	11-05	C5	9073	9070				0				EVC5/11-05/9073	9070	199	199
15	EV	11-05	C5	9073	9073				1,385				EVC5/11-05/9073	9073	198	198
15	EV	11-05	C5	9073	9200				0				EVC5/11-05/9073	9200	199	199
15	EV	11-05	C5	9073	9201				0				EVC5/11-05/9073	9201	200	200
15	EV	11-05	C5	9073	9202				0				EVC5/11-05/9073	9202	198	198
15	EV	11-05	C5	9073			Total:	???	1,385	1,400	1389	1385	EVC5/11-05/9073		1385	0

15	EV	11-06	C5	9027	8985	8985	5/6/2021	199	199			199	EVC5/11-06/9027	8985	199	0
15	EV	11-06	C5	9027	9022	9022	5/6/2021	196	256			256	EVC5/11-06/9027	9022	196	-60
15	EV	11-06	C5	9027	9027	9027	5/6/2021	199	139			139	EVC5/11-06/9027	9027	199	60
15	EV	11-06	C5	9027	9176	9176	5/6/2021	196	196			196	EVC5/11-06/9027	9176	196	0
15	EV	11-06	CS	9027	9199	9199	5/6/2021	199	199			199	EVC5/11-06/9027	9199	199	0
15	EV	11-06	C5	9027	9265	9265	5/6/2021	197	197			197	EVC5/11-06/9027	9265	197	0
15	EV	11-06	C5	9027	9290				199			199	EVC5/11-06/9027	9240	199	0
15	EV	11-06	C5	9027			Total:	1,186	1,385	1,390	1406	1385	EVC5/11-06/9027		1385	0

9240 is the correct batch in the box. 9290 is in Box EVC2/11-06/8983 on pallet 15. See Page 257 of 695.

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	EV	11-06	C5	9236	9118	9118	5/6/2021	198	198			198	EVC5/11-06/9236	9118	198	0
15	EV	11-06	C5	9236	9227	9227	5/6/2021	347	200			200	EVC5/11-06/9236	9227	200	0
15	EV	11-06	C5	9236	9236	9236	5/6/2021	199	199			199	EVC5/11-06/9236	9236	199	0
15	EV	11-06	C5	9236	9243	9243	5/6/2021	50	197			198	EVC5/11-06/9236	9243	197	-1
15	EV	11-06	C5	9236	9318	9318	5/6/2021	199	199			199	EVC5/11-06/9236	9318	199	0
15	EV	11-06	C5	9236	9333	9333	5/6/2021	198	199			199	EVC5/11-06/9236	9333	198	0
15	EV	11-06	C5	9236	9390	9390	5/6/2021	199	199			198	EVC5/11-06/9236	9390	199	1
15	EV	6-Nov	C5	9236			Total:	1,390	1,391	1,420		1390	EVC5/11-06/9236	1390		0
						8965										
15	EV	11-06	C5	9334	9001				200			200	EVC4/11-06/9334 (Was EVC4/10-06/9334)	9001	196	-4
15	EV	11-06	C5	9334	9081							200	EVC4/11-06/9334 (Was EVC4/10-06/9334)	9081	198	-2
15	EV	11-06	C5	9334	9175				200			200	EVC4/11-06/9334 (Was EVC4/10-06/9334)	9175	200	0
15	EV	11-06	C5	9334	9306				200			200	EVC4/11-06/9334 (Was EVC4/10-06/9334)	9306	200	0
15	EV	11-06	C5	9334	9334				58			58	EVC4/11-06/9334 (Was EVC4/10-06/9334)	9334	199	141
15	EV	11-06	C5	9334	9391				342			342	EVC4/11-06/9334 (Was EVC4/10-06/9334)	9391	199	-143
15	EV	11-06	CS	9334	9406				200			191	EVC4/11-06/9334 (Was EVC4/10-06/9334)	9406	199	8
15	EV	11-06	CS	9334			Total:	???	1,200	1,389	1403	1391	EVC4/11-06/9334 (Was EVC4/10-06/9334)	1391		0

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	Auditor	CVR	Official_Machine	
													AuditorBoxName	Batch	Ballots	Difference
15	EV	11-06	C5	9407	340				195				EVC5/11-06/9407	9340	195	195
15	EV	11-06	C5	9407	9161	9161	5/6/2021	198	96			96	EVC5/11-06/9407	9161	198	102
15	EV	11-06	C5	9407	9407	9407	5/5/2021	197	197			197	EVC5/11-06/9407	9407	197	0
15	EV	11-06	C5	9407	9409	9409	5/6/2021	200	200			200	EVC5/11-06/9407	9409	200	0
15	EV	11-06	C5	9407	9410	9410	5/6/2021	200	299			299	EVC5/11-06/9407	9410	200	-99
15	EV	11-06	C5	9407	9413	9413	5/6/2021	197	200			200	EVC5/11-06/9407	9413	196	-4
15	EV	11-06	C5	9407	9425	9425	5/6/2021	195	194			194	EVC5/11-06/9407	9425	195	1
15	EV	11-06	C5	9407	9304							195	EVC5/11-06/9407			-195
15	EV	11-06	C5	9407		8965	Total:	1,187	1,381	1,379	1393	1381	EVC5/11-06/9407		1381	0

Batch 9340 was in the box. Batch 9304 in Box EVC5/11-06/9407

15	EV	11-06	C5	9408	9299	9299	5/5/2021	199	199			199	EVC5/11-06/9408	9299	199	0
15	EV	11-06	C5	9408	9317	9317	5/5/2021	198	198			198	EVC5/11-06/9408	9317	198	0
15	EV	11-06	C5	9408	9408	9408	5/5/2021	196	196			196	EVC5/11-06/9408	9408	196	0
15	EV	11-06	C5	9408	9435	9435	5/5/2021	195	195			195	EVC5/11-06/9408	9435	195	0
15	EV	11-06	C5	9408	9439	9439	5/5/2021	198	198			198	EVC5/11-06/9408	9439	198	0
15	EV	11-06	C5	9408	9561	9561	5/5/2021	200	200			200	EVC5/11-06/9408	9561	200	0
15	EV	11-06	C5	9408	9968				199				EVC5/11-06/9408			0
15	EV	11-06	C5	9408	9468							199	EVC5/11-06/9408	9468	199	0
15	EV	11-06	C5	9408			Total:	1,186	1,385	1,385	1383	1382	EVC5/11-06/9408		1385	3

There is no Batch 9968

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	EV	11-06	C5	9419	9291	9292	5/6/2021	198	198			198	EVC5/11-06/9419	9291A	198	0
15	EV	11-06	C5	9419	9326	9326	5/6/2021	197	198			198	EVC5/11-06/9419	9326	198	0
15	EV	11-06	C5	9419	9355	9355	5/6/2021	200	200			200	EVC5/11-06/9419	9355	200	0
15	EV	11-06	C5	9419	9419	9419	5/6/2021	199	199			199	EVC5/11-06/9419	9419	199	0
15	EV	11-06	C5	9419	9423	9423	5/6/2021	196	196			196	EVC5/11-06/9419	9423	196	0
15	EV	11-06	C5	9419	9427	9427	5/6/2021	194	194			194	EVC5/11-06/9419	9427	194	0
15	EV	11-06	C5	9419	9573	9573	5/6/2021	198	198			198	EVC5/11-06/9419	9573	198	0
15	EV	6-Nov	C5	9419			Total:	1,382	1,383	1,390	1389	1383	EVC5/11-06/9419		1383	0

15	EV	11-06	C5	9470	9470	9470	5/5/2021	197	197			197	EVC5/11-06/9470	9470	197	0
15	EV	11-06	C5	9470	9510	9510	5/6/2021	199	199			199	EVC5/11-06/9470	9510	199	0
15	EV	11-06	C5	9470	9538	9538	5/5/2021	199	199			199	EVC5/11-06/9470	9538	199	0
15	EV	11-06	C5	9470	9549	9549	5/6/2021	198	198			198	EVC5/11-06/9470	9549	198	0
15	EV	11-06	C5	9470	9555	9555	5/5/2021 5/6/2021	199	199			199	EVC5/11-06/9470	9555	199	0
15	EV	11-06	C5	9470	9558	9558	5/6/2021	197	197			197	EVC5/11-06/9470	9558	197	0
15	EV	11-06	C5	9470	9565	9565	5/5/2021	104	104			104	EVC5/11-06/9470	9565	104	0
15	EV	11-06	C5	9470			Total:	1,293	1,293	1,316	1482	1293	EVC5/11-06/9470		1293	0

15	EV	11-11	H3	8	1				294			294	EVH3/11-11/8	PROV1	294	0
15	EV	11-11	H3	8	18				294			294	EVH3/11-11/8	PROV18	294	0
15	EV	11-11	H3	8	3				277			278	EVH3/11-11/8	PROV3	277	-1
15	EV	11-11	H3	8	7				290			290	EVH3/11-11/8	PROV7	290	0
15	EV	11-11	H3	8	8				347			346	EVH3/11-11/8	PROV8	347	1
15	EV	11-11	H3	8			Total:	???	1,502	1,502		1502	EVH3/11-11/8		1502	0

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	EV		HC	19	19							200	EVH2/10-23/HA2544	HA2544	200	0
15	EV		HC				Total:	???	???	215	211	200	EVH2/10-23/HA2544		200	0
15	LEV	11-11	HI	DUPS173744	173744				200			200	LEVH1/11-11/DUPS173744	DUP173744	200	0
15	LEV	11-11	HI	DUPS173744	291873				200			200	LEVH1/11-11/DUPS173744	DUP291873	200	0
15	LEV	11-11	HI	DUPS173744	292073				200			200	LEVH1/11-11/DUPS173744	DUP292073	200	0
15	LEV	11-11	HI	DUPS173744	292274				200			200	LEVH1/11-11/DUPS173744	DUP292274	200	0
15	LEV	11-11	HI	DUPS173744	292474				200			200	LEVH1/11-11/DUPS173744	DUP292474	200	0
15	LEV	11-11	HI	DUPS173744	292675	8965			200			200	LEVH1/11-11/DUPS173744	DUP292675	200	0
15	LEV	11-11	HI	DUPS173744	292877				200			200	LEVH1/11-11/DUPS173744	DUP292877	200	0
15	LEV	11-11	HI	DUPS173744	3253				200			200	LEVH1/11-11/DUPS173744	DUPHAND3253	200	0
15	LEV	11-11	HI	DUPS173744	40119				16			16	LEVH1/11-11/DUPS173744	DUPHAND0119	16	0
15	LEV	11-11	HI	DUPS173744			Total:	???	1,616	1,627		1616	LEVH1/11-11/DUPS173744		1616	0

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	PB	11-11	H3	14	12				183			183	PBH3/11-11/14	PROV12	183	0
15	PB	11-11	H3	14	14				294			293	PBH3/11-11/14	PROV14	294	1
15	PB	11-11	H3	14	17				291			291	PBH3/11-11/14	PROV17	291	0
15	PB	11-11	H3	14	2	2	5/4/2021	197	290			290	PBH3/11-11/14	PROV2	293	3
15	PB	11-11	H3	14	23				99			99	PBH3/11-11/14	PROV23	96	-3
15	PB	11-11	H3	14	6				244			244	PBH3/11-11/14	PROV6	244	0
15	PB	11-Nov	H3	14			Total	197	1,401	1,401		1400	PBH3/11-11/14		1401	1

Review of Report of Senate Machine Count of Ballots Cast in Maricopa County 2020 General Election

This report is based on the pages in the [report](#) submitted to the Arizona Senate on Friday, September 24, 2021. Specifically, the report considers the information in pages 20 through 36. It is assumed that this is the complete and correct report of information in the possession of the Senate auditors during the machine count of ballots conducted in the Wesley Bolin Building during July 2021.

The following two tables summarize our findings:

Table 1 compares the official count against the Senate's machine count

1. Comparison of Official Results (CVR) to Machine Count				
	Pallet 15 # Boxes	CVR # Ballots	Machine Count # Ballots	Difference (ABS value)
Total Pallet 15	40	48,371	48,366	5
No difference in ballot counts	37	44,395	44,395	0
Differences in ballot counts	3	3,976	3,971	5

Table 2 compares the Senate's own machine count to the Cyber Ninja's hand count.

The magnitude of the discrepancy between the Senate machine count of ballots and the Cyber Ninja's hand count of those same ballots (in red below) makes any discussion of vote counts meaningless and calls into question the veracity of the Senate audit.

2. Comparison of Machine Count to Hand Count				
	# Boxes Pallet 15	Machine Count # Ballots	Hand Count # Ballots	Difference (ABS value)
Total Pallet 15	40	48,366	32,674	15,692
No difference in ballot counts	11	12,423	12,423	0
Differences in ballot counts	20	25,103	20,251	4,852
Differences due to missing data in Hand Count	9	10,840	0	10,840

A full listing of this detailed analysis can be found at Appendix 2 of this report.

Discussion

There are numerous problems with the Senate machine count report which will be described in detail in this review. These problems include the following:

- Lack of descriptions of the basis for the various values included in the columns
 - Ballot Count, CoC Batch, Count of PE
 - CoC is described as “Chain of Custody”
- Missing data
 - Numerous batches include no data for hand count results
 - No data in Count of PE column except for Total
 - Use of ??? in Total row for Count
- Incorrect batches
 - Wrong batches included in the box
 - Batch included in the box not included in the report
- Incorrect counts
 - Batch counts incorrect
 - Box counts incorrect
- Destruction of ballot inventory record

The errors are numerous. Out of 260 count records included in the report, 124 records have some sort of error. This results in an error rate of 47.7%.

Since there is no description of the ballot count columns, we assume the column headed “Ballot Count” to be the number of ballots counted during the hand count phase. This is based on the fact that the “Ballot Count” immediately follows the column headed “Date Counted” which includes dates during the hand count phase and prior to the machine count phase.

One column is headed with “CoC Batch.” There is no description of the values in this column other than a definition of “CoC” being related to Chain of Custody. Our review of the values in the CoC Batch column reveals that in almost every batch the value included matches the value for the batch included in the Daily Ballot Summary sheets generated by the Maricopa County Election Department tabulator operators as the ballots were being counted. These are referred to as the “Blue Sheets.” There are, however, notable exceptions in a few of the values, possibly an attempt to balance the box machine count total with the CoC column box totals. For example, see Appendix A, Box EVC2/11-06/8983 on page 257 of 695 and Batch 9086 in Box EVC3/11-05 & 11-6/9046 on page 260 of 695.

We have learned that the column headed “Count of PE” contains the value for ballot counts generated from the “paper evaluation” part of the hand count where ballots were photographed. There are significant differences between the Count of PE box totals and the official count for the boxes as well.

The columns headed “Weigh Count” and “Machine Count” are self-evident.

Each section of the review below is based on a Box Name which is based on the Box Name used on the Ballot Transfer Manifest created by the Maricopa County Elections Department when the election materials were transferred to the Senate auditors.

Cells filled in Yellow indicate a problem with the value or lack of entry in that particular cell.

There are three columns for each box with headings as follows:

- Auditor Box Name – This is the Box Name used on the Ballot Transfer Manifest
- CVRBallots – This includes the official results for the number of ballots in each batch from the Cast Vote Record
- Official_Machine Difference – This subtracts the Machine Count value from the CVRBallots number. A negative value indicates more ballots in the Machine Count than in the official results. A positive value indicates fewer ballots in the Machine Count than in the official results.

The inclusion of some hand count data and the omission of hand count data for all batches of ballots raises serious concerns about the validity of this report. The hand count phase of the audit was completed well before the beginning of the machine count phase. It is unknown at this time whether hand count data exists for all batches and whether or not the hand count data is correct. The omission of the hand count data raises serious concerns whether the hand count of ballots and the associated vote counts has any credibility or validity.

It is important to understand what happened in Box EVC5/11-05/8829, described below. The auditors during the generation of records of the machine count added Batch 9422 to the batches in the box with a ballot count of 19. This batch was not in the box but 19 added to the other erroneous ballot counts for the batches in the box allowed the Box Total to agree with the official count. It is unfortunate that this is not the only box where adjustments appear to have been made with regard to inclusion or exclusion of batches or ballot counts within batches in order to make the Machine Count totals match the official count totals for the boxes.

The Ninja auditors were successful in creating the illusion that the box ballot count totals matched the official ballot counts in all but 3 boxes. Those three boxes amounted to a difference of 5 total ballots in the counts between the machine count and the official count. That looks good in general but attention to the errors in the individual boxes and batches tell a much different story.

See Attachment 1 for detailed spreadsheet information.

Detailed Analysis of Errors in Individual Boxes of Ballots

Box EVC2/11-5/8898 (Sheet 257 of 695)

- No errors noted

Box EVC2/11-06/8968

- Batch 8965 – machine count showed 16 fewer ballots than official count
- Batch 8968 – machine count showed 1 fewer ballot than official count
- Batch 8992 – machine count showed 16 more ballots than official count
 - This indicates that batch information sheet for Batch 8965 and Batch 8992 were exchanged with the batches
- Total – machine count showed 1 fewer ballot for the box than the official count
 - This demonstrates how internal errors with batch counts can offset each other and disguise problems with the count process

Box EVC2/11-06/8983

- Batch 8869 – hand count data missing, machine count showed 50 more ballots than official count
 - This demonstrates inattention by the machine count teams. These are EV (Early Voting) batches which are all designed to have 200 or fewer ballots in each batch. Entering a value of 248 here and 290 below for Batch 9177 indicates the machine count teams were not focused on getting a correct count for each batch.
- Batch 8983 - hand count data missing
- Batch 9098 – hand count data missing, machine count showed 3 fewer ballots than official count
- Batch 9177 – hand count data missing, machine count showed 94 more ballots than official count
- Batch 9290 – hand count data missing, machine count showed 47 fewer ballots than official count
- Batch 9349 – hand count data missing, machine count showed 94 fewer ballots than official count
- Total - ??? used in Ballot Count column indicating no data available for hand count results

Box EVC2/11-06/9110 (Sheet 258 of 695)

- Batch 8945 – machine count shows 45 more ballots than official count
- Batch 8998 – machine count shows 45 fewer ballots than official count

Box EVC2/11-06/9146

- Batch 9348 – hand count data missing

Box EVC2/11-06/9360 (Sheet 259 of 695)

- Batch 9459 – hand count data missing, machine count showing 196 fewer ballots than official count
- Total – hand count total substantially lower than CoC and Machine count, Machine count total matches CoC and Official ballot counts with no Machine Count for batch 9459

Box EVC2/11-06/9417

- Batch 9570 – hand count data missing

Box EVC2/11-6/9563

- Batch 9469 – batch added to form after initial machine count, hand count data missing

Box EVC3/11-05 & 11-6/9046 (Sheet 260 of 695)

- Batch 8973 – machine count shows 158 ballots fewer than official count
- Batch 9088 – machine count shows 158 ballots more than official count
- Batch 9039 - batch added to form after initial machine count, hand count data missing
- Total - 200 ballots from batch 9039 were not added into the machine count total

Box EVC3/11-06/9052

- Batch 905 – This was an incorrect batch entry for this box

Box EVC3/11-06/9273 (Sheet 261 of 695)

- Batch 9241 – machine count showed 36 fewer ballots than official count
- Batch 9277 – machine count showed 38 more ballots than official count
- Batch 9567 – machine count showed 2 fewer ballots than official count

Box EVC3/11-06/9343 (Sheet 262 of 695)

- Batch 9302 – hand count data missing, machine count showed 3 fewer ballots than official count
- Batch 9304 – hand count shows 495 ballots for this batch, machine count shows 3 more ballots than official count
- Batch 9343 – hand count data missing, machine count showed 3 more ballots than official count
- Batch 9416 – hand count data missing
- Batch 9418 – hand count data missing
- Batch 9431 – hand count data missing, machine count shows 3 fewer ballots than machine count

Box EVC3/11-06/9424 (Sheet 263 of 695)

- Batch 9221 – machine count shows 31 more ballots than official count
- Batch 9338 – machine count shows 1 more ballot than official count
- Batch 9572 – machine count shows 32 ballots less than official count

Box EVC4/11-05/9171 (Sheet 264 of 695)

- Batch 8993 – machine count shows 2 more ballots than official count
- Batch 9085 – machine count shows 6 fewer ballots than official count
- Batch 9170 – machine count shows 1 more ballot than official count
- Batch 9186 – incorrect batch number included, missing hand count data, machine count shows 194 fewer ballots than machine count
- Total – machine count total is arithmetically incorrect, machine count agrees with official results but there are not batch counts sufficient to add up to machine count total included

Box EVC2/11-06/9060

- Batch 9055 – machine count shows 1 fewer ballot than official count
- Batch 9093 – machine count shows 1 more ballot than official count

Box EVC4/11-05/9062

- Batch 9042 – hand count data missing, machine count shows 1 more ballot than official count
- Batch 9064 – machine count shows 1 fewer ballot than official count

Box EVC4/11-06/9308 (Sheet 265 of 695)

- Batch 9308 – hand count data missing
- Batch 9483 – hand count data missing, machine count shows 1 fewer ballot than official total
- Batch 9533 – hand count data missing
- Batch 9536 – hand count data missing
- Batch 9544 – hand count data missing, machine count shows 47 fewer ballots than official total
- Batch 9554 – hand count data missing, machine count shows 48 more ballots than machine total
- Total - ??? used in Ballot Count total

Box EVC4/11-06/9354 (Sheet 266 of 695)

- Batch 9294 – hand count data missing
- Batch 9314 – hand count data missing, machine count shows 8 more ballots than official count
- Batch 9316 – hand count data missing, machine count shows 7 fewer ballots than official count
- Batch 9354 – hand count data missing, machine count shows 198 more ballots than official count
- Batch 9415 – hand count data missing,
- Batch 9421 – hand count data missing
- Batch 9422 – CoC Batch data missing, machine count shows 198 fewer ballots than official count
- Total - ??? used in CoC Total

Box EVC4/11-06/9403

- Batch 8946 – hand count data missing, machine count data missing, machine count shows 198 fewer ballots than official count
- Batch 9267 – hand count data missing, machine count data missing, machine count shows 198 fewer ballots than official count
- Batch 9279 – hand count data missing, machine count data missing, machine count shows 199 fewer ballots than official count
- Batch 9310 – hand count data missing, machine count data missing, machine count shows 200 fewer ballots than official count
- Batch 9403 – hand count data missing, machine count shows 991 more ballots than official count
- Batch 9456 – hand count data missing, machine count data missing, machine count shows 196 fewer ballots than official count
- Total - ??? used in total for Ballot Count

Box EVC4/11-06/9433 (Sheet 267 of 695)

- Batch 9320 – machine count shows 1 fewer ballot than official results
- Batch 9357 – hand count data missing, machine count shows 1 more ballot than official count

Box EVC5/11-05/8829

- Batch 8822 – hand count data missing, machine count shows 1 more ballot than official count
- Batch 8829 – hand count data missing, machine count shows 190 more ballots than official count
- Batch 8921 – hand count data missing, machine count shows 124 fewer ballots than official count
- Batch 9072 – hand count data missing, machine count shows 91 fewer ballots than official count
- Batch 9209 – hand count data missing, machine count shows 13 fewer ballots than official count
- Batch 9211 – hand count data missing, machine count shows 18 more ballots than official results
- Batch 9422 – hand count data missing, Batch 9422 was in box EVC4/11-06/9354 on Pallet 15. See sheet 266 of 695. It was counted on 11/6 and this box was counted on 11/5. Batch 9422 had 198 ballots.
- Total – ??? used in Ballot Count total, use of Batch 9422, with 19 ballot count, along with other erroneous batch ballot counts in this box allowed Box Total to reconcile with official Box ballot count. The auditors during the generation of records of the machine count added Batch 9422 to the batches in the box with a ballot count of 19. This batch was not in the box but 19 added to the other erroneous ballot counts for the batches in the box allowed the Box Total to agree with the official count.

Box EVC5/11-05/9073 (Sheet 268 of 695)

- Batch 8999 – hand count data missing, Machine Count data missing, machine count shows 192 ballots fewer than official count
- Batch 9021 – hand count data missing, Machine Count data missing, machine count shows 199 ballots fewer than official count
- Batch 9070 – hand count data missing, Machine Count data missing, machine count shows 199 ballots fewer than official count
- Batch 9073 – hand count data missing, Machine Count data missing, machine count shows 198 ballots fewer than official count
- Batch 9200 – hand count data missing, Machine Count data missing, machine count shows 199 ballots fewer than official count
- Batch 9201 – hand count data missing, Machine Count data missing, machine count shows 200 ballots fewer than official count
- Batch 9202 – hand count data missing, Machine Count data missing, machine count shows 198 ballots fewer than official count
- Total - ??? used in Ballot Count total, machine count agrees with official count even though there are no machine counts included for batches

Box EVC5/11-06/9027

- Batch 9022 – machine count shows 60 more ballots than official count
- Batch 9027 – machine count shows 60 fewer ballots than official count
- Batch 9290 – hand count data missing, 9240 is the correct batch in the box. 9290 is in Box EVC2/11-06/8983 on pallet 15. See Page 257 of 695.

Box EVC5/11-06/9236 (Sheet 269 of 695)

- Batch 9243 – machine count shows 1 more ballot than official count
- Batch 9390 – machine count shows 1 fewer ballot than official count

EVC4/11-06/9334 (Was EVC4/10-06/9334)

Box name correct to reflect correct tabulation date

- Batch 9001 – hand count data missing, machine count shows 4 more ballots than official count
- Batch 9081 – hand count data missing, machine count shows 2 more ballots than official count
- Batch 9175 – hand count data missing
- Batch 9306 – hand count data missing
- Batch 9334 – hand count data missing, machine count shows 141 fewer ballots than official count
- Batch 9391 – hand count data missing, machine count shows 143 more ballots than official count
- Batch 9406 – hand count data missing, machine count shows 8 fewer ballots than official count
- Total - ??? used in Ballot Count total

Box EVC5/11-06/9407 (Sheet 270 of 695)

- Batch 340 – hand count data missing, Batch 9340 was in the box, machine count shows 195 fewer ballots than official count
- Batch 9161 – machine count shows 102 fewer ballots than official count
- Batch 9410 – machine count shows 99 more ballots than official count
- Batch 9413 – machine count shows 4 more ballots than official count
- Batch 9425 – machine count shows 1 fewer ballot than official count
- Batch 9304 – Batch was added to the form after machine count completed, Batch 9304 was in box EVC5/11-06/9407

Box EVC5/11-06/9408

- Batch 9968 – hand count data missing, machine count data missing, there is no Batch 9968
- Batch 9468 – Batch was added to the form after machine count completed, hand count data missing
- Total – machine count shows 3 fewer ballots than official results

Box EVH3/11-11/8 (Sheet 271 of 695)

- Batch 1 – hand count data missing
- Batch 18 – hand count data missing
- Batch 3 – hand count data missing, machine count shows 1 more ballot than official count
- Batch 7 – hand count data missing
- Batch 8 – hand count data missing, machine count shows 1 fewer ballot than official count
- Total - ??? used in Ballot Count total

Box EVH2/10-23/HA2544 (Sheet 272 of 695)

- Batch 19 – hand count data missing
- Total - ??? used in Ballot Count and CoC Batch total

Box LEVH1/11-11/DUPS173744

- Batch 173744 – hand count data missing
- Batch 291873 – hand count data missing
- Batch 292073 – hand count data missing
- Batch 292274 – hand count data missing
- Batch 292474 – hand count data missing
- Batch 292877 – hand count data missing
- Batch 3253 – hand count data missing
- Batch 40119 – hand count data missing
- Total - ??? used in Ballot Count total

Box PBH3/11-11/14 (Sheet 273 of 695)

- Batch 12 – missing hand count data
- Batch 14 – missing hand count data, machine count shows 1 fewer ballot than official count
- Batch 17 – missing hand count data
- Batch 2 – machine count shows 3 fewer ballots than official count
- Batch 23 – missing hand count data, machine count shows 3 more ballots than official count
- Batch 6 – missing hand count data
- Total – machine count shows 1 fewer ballot than official count

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	EV	11-05	C2	8898	8672	8672	5/6/2021	172	199			172	EVC2/11-5/8898	8672	172	0
15	EV	11-05	C2	8898	8898	8898	5/6/2021	199	199			199	EVC2/11-5/8898	8898	199	0
15	EV	11-05	C2	8898	8910	8910	5/6/2021	199	199			199	EVC2/11-5/8898	8910	199	0
15	EV	11-05	C2	8898	8943	8943	5/6/2021	194	198			194	EVC2/11-5/8898	8943	194	0
15	EV	11-05	C2	8898	9092	9092	5/6/2021	200	200			200	EVC2/11-5/8898	9092	200	0
15	EV	11-05	C2	8898	9173	9173	5/6/2021	196	196			196	EVC2/11-5/8898	9173	196	0
15	EV	11-05	C2	8898			Total:	1,160	1,191	1,178	1,166	1,160	EVC2/11-5/8898		1160	0
15	EV	11-06	C2	8968	8965	8965	5/6/2021	199	183			183	EVC2/11-06/8968	8965	199	16
15	EV	11-06	C2	8968	8968	8968	5/6/2021	195	194			194	EVC2/11-06/8968	8968	195	1
15	EV	11-06	C2	8968	8992	8992	5/6/2021	199	215			215	EVC2/11-06/8968	8992	199	-16
15	EV	11-06	C2	8968	8994	8994	5/6/2021	200	200			200	EVC2/11-06/8968	8994	200	0
15	EV	11-06	C2	8968	9329	9329	5/6/2021	198	198			198	EVC2/11-06/8968	9329	198	0
15	EV	11-06	C2	8968	9412	9412	5/6/2021	199	199			199	EVC2/11-06/8968	9412	199	0
15	EV	11-06	C2	8968			Total:	1,190	1,189	1,194	1199	1,189	EVC2/11-06/8968		1190	1
15	EV	11-06	C2	8983	8869				248			248	EVC2/11-06/8983	8869	198	-50
15	EV	11-06	C2	8983	8983				199			199	EVC2/11-06/8983	8983	199	0
15	EV	11-06	C2	8983	9098				197			197	EVC2/11-06/8983	9098	200	3
15	EV	11-06	C2	8983	9177				290			290	EVC2/11-06/8983	9177	196	-94
15	EV	11-06	C2	8983	9290				152			152	EVC2/11-06/8983	9290	199	47
15	EV	11-06	C2	8983	9349				104			104	EVC2/11-06/8983	9349	198	94
15	EV	11-06	C2	8983			Total:	???	1,190	1,202	1,199	1,190	EVC2/11-06/8983		1190	0

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	EV	11-06	C2	9110	8945	8945	5/6/2021	196	241			241	EVC2/11-06/9110	8945	196	-45
15	EV	11-06	C2	9110	8989	8989	5/6/2021	196	196			196	EVC2/11-06/9110	8989	196	0
15	EV	11-06	C2	9110	8998	8998	5/6/2021	200	200			200	EVC2/11-06/9110	8998	200	0
15	EV	11-06	C2	9110	9037	9037	5/6/2021	200	155			155	EVC2/11-06/9110	9037	200	45
15	EV	11-06	C2	9110	9065	9065	5/6/2021	200	200			200	EVC2/11-06/9110	9065	200	0
15	EV	11-06	C2	9110	9110	9110	5/6/2021	243	193			193	EVC2/11-06/9110	9110	193	0
15	EV	11-06	C2	9110			Total:	1,235	1,185	1,186	1192	1,185	EVC2/11-06/9110		1185	0

15	EV	11-06	C2	9146	8979	8965	5/6/2021	199	197			197	EVC2/11-06/9146	8979	197	0
15	EV	11-06	C2	9146	9045	9045	5/6/2021	199	198			198	EVC2/11-06/9146	9045	198	0
15	EV	11-06	C2	9146	9146	9146	5/6/2021	198	197			197	EVC2/11-06/9146	9146	197	0
15	EV	11-06	C2	9146	9348				197			197	EVC2/11-06/9146	9348	197	0
15	EV	11-06	C2	9146	9396	9396	5/6/2021	196	196			196	EVC2/11-06/9146	9396	196	0
15	EV	11-06	C2	9146	9398	9398	5/6/2021	199	198			198	EVC2/11-06/9146	9398	198	0
15	EV	11-06	C2	9146			Total:	991	1,183	1,194	1193	1,183	EVC2/11-06/9146		1183	0

15	EV	11-06	C2	9352	9319	9319	5/5/2021 5/6/2021	197	198			197	EVC2/11-06/9352	9319	197	0
15	EV	11-06	C2	9352	9352	9352	5/5/2021	200	200			200	EVC2/11-06/9352	9352	200	0
15	EV	11-06	C2	9352	9394	9394	5/6/2021	200	200			200	EVC2/11-06/9352	9394	200	0
15	EV	11-06	C2	9352	9454	9454	5/6/2021	198	198			198	EVC2/11-06/9352	9454	198	0
15	EV	11-06	C2	9352	9571	9571	5/6/2021	199	199			199	EVC2/11-06/9352	9571	199	0
15	EV	11-06	C2	9352	9574	9574	5/6/2021	195	195			195	EVC2/11-06/9352	9574	195	0
15	EV	11-06	C2	9352				1,189	1,190	1,198		1,189	EVC2/11-06/9352		1189	0

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	EV	11-06	C2	9360	9323	9323	5/6/2021	200	200			200	EVC2/11-06/9360	9323	200	0
15	EV	11-06	C2	9360	9325	9325	5/6/2021	196	196			196	EVC2/11-06/9360	9325	196	0
15	EV	11-06	C2	9360	9360	9360	5/6/2021	199	199			199	EVC2/11-06/9360	9360	199	0
15	EV	11-06	C2	9360	9459		5/6/2021		196				EVC2/11-06/9360	9359	196	196
15	EV	11-06	C2	9360	9564	9564	5/6/2021	200	200			200	EVC2/11-06/9360	9564	200	0
15	EV	11-06	C2	9360	9566	9566	5/6/2021	197	197			197	EVC2/11-06/9360	9566	197	0
15	EV	11-06	C2	9360			Total	992	1,188	1,192	1197	1188	EVC2/11-06/9360		1188	0
15	EV	11-06	C2	9417	9322	8965	5/6/2021	199	198			199	EVC2/11-06/9417	9322	199	0
15	EV	11-06	C2	9417	9324	9324	5/5/2021	201	199			199	EVC2/11-06/9417	9324	199	0
15	EV	11-06	C2	9417	9351	9351	5/6/2021	398	199			199	EVC2/11-06/9417	9351	199	0
15	EV	11-06	C2	9417	9417	9417	5/5/2021	397	199			199	EVC2/11-06/9417	9417	199	0
15	EV	11-06	C2	9417	9432	9432	5/6/2021	196	196			196	EVC2/11-06/9417	9432	196	0
15	EV	11-06	C2	9417	9570				200			200	EVC2/11-06/9417	9570	200	0
15	EV	11-06	C2	9417			Total:	1,391	1,191	1,208	1201	1192	EVC2/11-06/9417		1192	0
15	EV	11-6	C2	9563	9301	9301	5/6/2021	198	198			198	EVC2/11-6/9563	9301	198	0
15	EV	11-6	C2	9563	9375	9375	5/6/2021	177	177			177	EVC2/11-6/9563	9375	177	0
15	EV	11-6	C2	9563	9442	9442	5/5/2021	199	199			199	EVC2/11-6/9563	9442	199	0
15	EV	11-6	C2	9563	9545	9545	5/5/2021	200	199			199	EVC2/11-6/9563	9545	199	0
15	EV	11-6	C2	9563	9563	9563	5/5/2021	199	199			199	EVC2/11-6/9563	9563	199	0
15	EV	11-6	C2	9563	9469							198	EVC2/11-6/9563	9469	198	0
15	EV	11-6	C2	9563			Total:	973	972	1,172	1174	1170	EVC2/11-6/9563		1170	0

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	EV	11-05, 11-6	C3	9046	8973	8973	5/7/2021	196	38			38	EVC3/11-05 & 11-6/9046	8973	196	158
15	EV	11-05, 11-6	C3	9046	8996	8996	5/7/2021	199	198			199	EVC3/11-05 & 11-6/9046	8996	199	0
15	EV	11-05, 11-6	C3	9046	9046	9046	5/6/2021	199	199			199	EVC3/11-05 & 11-6/9046	9046	199	0
15	EV	11-05, 11-6	C3	9046	9058	9058	5/6/2021	62	62			62	EVC3/11-05 & 11-6/9046	9058	62	0
15	EV	11-05, 11-6	C3	9046	9061	9061	5/6/2021 5/7/2021	199	199			199	EVC3/11-05 & 11-6/9046	9061	199	0
15	EV	11-05, 11-6	C3	9046	9086	9086	5/7/2021	198	356			356	EVC3/11-05 & 11-6/9046	9086	198	-158
15	EV	11-05, 11-6	C3	9046	9039							200	EVC3/11-05 & 11-6/9046	9039	200	0
15	EV	11-05, 11-6	C3	9046			Total	1,053	1,052	1,257	1262	1053	EVC3/11-05 & 11-6/9046		1253	200
15	EV	11-06	C3	9052	8537	8537	5/7/2021	199	200			199	EVC3/11-06/9052	8537A	199	0
15	EV	11-06	C3	9052	8972	8972	5/7/2021	200	200			200	EVC3/11-06/9052	8972	200	0
15	EV	11-06	C3	9052	905								EVC3/11-06/9052			0
15	EV	11-06	C3	9052	9052	9052	5/6/2021 5/7/2021	197	197			197	EVC3/11-06/9052	9052	197	0
15	EV	11-06	C3	9052	9069	9069	5/7/2021	199	199			199	EVC3/11-06/9052	9069	199	0
15	EV	11-06	C3	9052	9106	9106	5/7/2021	195	195			195	EVC3/11-06/9052	9106	195	0
15	EV	11-06	C3	9052	9116	9116	5/7/2021	198	198			198	EVC3/11-06/9052	9116	198	0
15	EV	11-06	C3	9052			Total:	1,188	1,189	1,188		1188	EVC3/11-06/9052		1188	0

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	EV	11-06	C3	9097	9003	9003	5/6/2021	111	111			111	EVC3/11-06/9097	9003	111	0
15	EV	11-06	C3	9097	9054	9054	5/6/2021	198	198			198	EVC3/11-06/9097	9054	198	0
15	EV	11-06	C3	9097	9059	9059	5/6/2021	198	198			198	EVC3/11-06/9097	9059	198	0
15	EV	11-06	C3	9097	9077	9077	5/6/2021	200	200			200	EVC3/11-06/9097	9077	200	0
15	EV	11-06	C3	9097	9097	9097	5/6/2021	198	198			198	EVC3/11-06/9097	9097	198	0
15	EV	11-06	C3	9097	9193	9193	5/6/2021	195	195			195	EVC3/11-06/9097	9193	195	0
15	EV	11-06	C3	9097			Total:	1,100	1,100	1,114		1100	EVC3/11-06/9097		1100	0
15	EV	11-06	C3	9245	8555	8965	5/6/2021	162	162			162	EVC3/11-06/9245	8555	162	0
15	EV	11-06	C3	9245	9000	9000	5/6/2021	200	200			200	EVC3/11-06/9245	9000	200	0
15	EV	11-06	C3	9245	9245	9245	5/6/2021	198	198			198	EVC3/11-06/9245	9245	198	0
15	EV	11-06	C3	9245	9276	9276	5/6/2021	165	165			165	EVC3/11-06/9245	9276	165	0
15	EV	11-06	C3	9245	9278	9278	5/6/2021	187	187			187	EVC3/11-06/9245	9278	187	0
15	EV	11-06	C3	9245	9385	9385	5/6/2021	197	197			197	EVC3/11-06/9245	9385	197	0
15	EV	11-06	C3	9245			Total:	1,109	1,109	1,122		1109	EVC3/11-06/9245		1109	0
15	EV	11-06	C3	9273	9241	9241	5/6/2021	200	162			162	EVC3/11-06/9273	9241	198	36
15	EV	11-06	C3	9273	9273	9273	5/6/2021	196	196			197	EVC3/11-06/9273	9273	197	0
15	EV	11-06	C3	9273	9277	9277	5/6/2021	100	200			200	EVC3/11-06/9273	9277	162	-38
15	EV	11-06	C3	9273	9307	9307	5/6/2021	250	196			196	EVC3/11-06/9273	9307	196	0
15	EV	11-06	C3	9273	9393	9393	5/6/2021	200	200			200	EVC3/11-06/9273	9393	200	0
15	EV	11-06	C3	9273	9567	9567	5/6/2021	100	196			196	EVC3/11-06/9273	9567	198	2
15	EV	11-06	C3	9273			Total:	1,046	1,150	1,159	1158	1151	EVC3/11-06/9273		1151	0

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	EV	11-06	C3	9315	9312	9312	5/5/2021	146	196			196	EVC3/11-06/9315	9312	196	0
15	EV	11-06	C3	9315	9315	9315	5/5/2021	172	172			172	EVC3/11-06/9315	9315	172	0
15	EV	11-06	C3	9315	9378	9378	5/6/2021	198	198			198	EVC3/11-06/9315	9378	198	0
15	EV	11-06	C3	9315	9486	9486	5/5/2021 5/6/2021	198	198			198	EVC3/11-06/9315	9486	198	0
15	EV	11-06	C3	9315	9492	9492	5/6/2021	198	198			198	EVC3/11-06/9315	9492	198	0
15	EV	11-06	C3	9315	9502	9502	5/6/2021	200	200			200	EVC3/11-06/9315	9502	200	0
15	EV	11-06	C3	9315			Total:	1,112	1,162	1,162	1156	1162	EVC3/11-06/9315		1162	0
15	EV	11-06	C3	9343	9302	8965			196			196	EVC3/11-06/9343	9302	199	3
15	EV	11-06	C3	9343	9304	9304	5/3/2021 5/6/2021	495	199			199	EVC3/11-06/9343	9304	196	-3
15	EV	11-06	C3	9343	9343				200			200	EVC3/11-06/9343	9343	197	-3
15	EV	11-06	C3	9343	9416				197			197	EVC3/11-06/9343	9416	197	0
15	EV	11-06	C3	9343	9418				200			200	EVC3/11-06/9343	9418	200	0
15	EV	11-06	C3	9343	9431				197			197	EVC3/11-06/9343	9431	200	3
15	EV	11-06	C3	9343			Total:	495	1,189	1,196	1193	1189	EVC3/11-06/9343		1189	0

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	EV	11-06	C3	9424	9221	9221	5/5/2021	169	200			200	EVC3/11-06/9424	9221	169	-31
15	EV	11-06	C3	9424	9321	9321	5/5/2021	198	198			198	EVC3/11-06/9424	9321	198	0
15	EV	11-06	C3	9424	9338	9338	5/5/2021	199	200			200	EVC3/11-06/9424	9338	199	-1
15	EV	11-06	C3	9424	9414	8414	5/5/2021	197	197			197	EVC3/11-06/9424	9414	197	0
15	EV	11-06	C3	9424	9424	9424	5/5/2021	198	198			198	EVC3/11-06/9424	9424	198	0
15	EV	11-06	C3	9424	9572	9572	5/5/2021	196	164			164	EVC3/11-06/9424	9572	196	32
15	EV	11-06	C3	9424	9575	9575	5/5/2021	67	67			67	EVC3/11-06/9424	9575	67	0
15	EV	11-06	C3	9424			Total:	1,224	1,224	1,230		1224	EVC3/11-06/9424		1224	0
15	I EV	11-6	C3	9411	9411	9411	5/5/2021	198	198			198	EVC3/11-6/9411	9411	198	0
15	I EV	11-6	C3	9411	9498	9498	5/5/2021	197	197			197	EVC3/11-6/9411	9498	197	0
15	I EV	11-6	C3	9411			Total:	395	395	398		395	EVC3/11-6/9411		395	0
15	EV	11-05	C4	8987	8974	8974	5/7/2021	197	197			197	EVC4/11-05/8987	8974	197	0
15	EV	11-05	C4	8987	8987	8987	5/6/2021	199	199			199	EVC4/11-05/8987	8987	199	0
15	EV	11-05	C4	8987	9023	9023	5/6/2021	196	196			196	EVC4/11-05/8987	9023	196	0
15	EV	11-05	C4	8987	9041	9041	5/7/2021	193	193			193	EVC4/11-05/8987	9041	193	0
15	EV	11-05	C4	8987	9063	9063	5/6/2021	200	200			200	EVC4/11-05/8987	9063	200	0
15	EV	11-05	C4	8987	9066	9066	5/6/2021	200	200			200	EVC4/11-05/8987	9066	200	0
15	EV	11-05	C4	8987			Total:	1,185	1,185	1,192		1185	EVC4/11-05/8987		1185	0

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	EV	11-05	C4	9171	8993	8993	5/6/2021 5/7/2021	392	198			200	EVC4/11-05/9171	8993	198	-2
15	EV	11-05	C4	9171	9085	9085	5/7/2021	198	198			192	EVC4/11-05/9171	9085	198	6
15	EV	11-05	C4	9171	9105	9105	5/6/2021	194	194			194	EVC4/11-05/9171	9105	194	0
15	EV	11-05	C4	9171	9170	9170	5/6/2021	100	198			198	EVC4/11-05/9171	9170	197	-1
15	EV	11-05	C4	9171	9171	9171	5/6/2021	196	196			196	EVC4/11-05/9171	9171	196	0
15	EV	11-05	C4	9171	9186							197	EVC4/11-05/9171	9196	194	194
15	EV	11-05	C4	9171			Total	1,080	1,181	1,176	1186	1177	EVC4/11-05/9171		1177	0

Note: 9196 is the actual batch, had 194 ballots. 9186 is an error, it is on Pallet 28 in Box EVH3/11-05 & 11-06/9028.

15	EV	11-06	C4	9060	8976	8976	5/6/2021	200	200			200	EVC2/11-06/9060	8976	200	0
15	EV	11-06	C4	9060	8981	8981	5/6/2021	199	199			199	EVC2/11-06/9060	8981	199	0
15	EV	11-06	C4	9060	9055	9055	5/6/2021	200	199			199	EVC2/11-06/9060	9055	200	1
15	EV	11-06	C4	9060	9060	9060	5/6/2021	196	196			196	EVC2/11-06/9060	9060	196	0
15	EV	11-06	C4	9060	9093	9093	5/6/2021	196	197			197	EVC2/11-06/9060	9093	196	-1
15	EV	11-06	C4	9060	9100	9100	5/6/2021	199	199			199	EVC2/11-06/9060	9100	199	0
15	EV	11-06	C4	9060			Total:	1,190	1,190	1,197		1190	EVC2/11-06/9060		1190	0

15	EV	11-06	C4	9062	8963	8963	5/6/2021	199	199			199	EVC4/11-05/9062	8963	199	0
15	EV	11-06	C4	9062	8977	8977	5/6/2021	198	198			198	EVC4/11-05/9062	8977	198	0
15	EV	11-06	C4	9062	8982	8982	5/6/2021	200	200			200	EVC4/11-05/9062	8982	200	0
15	EV	11-06	C4	9062	9042							200	EVC4/11-05/9062	9042	199	-1
15	EV	1/1/06	C4	9062	9050	9050	5/6/2021	197	197			197	EVC4/11-05/9062	9050	197	0
15	EV	11-06	C4	9062	9062	9062	5/6/2021	194	194			194	EVC4/11-05/9062	9062	194	0
15	EV	11-06	C4	9062	9064	9064	5/6/2021	198	197			197	EVC4/11-05/9062	9064	198	1
15	EV	11-06	C4	9062			Total:	1,186	1,384	1,388	1393	1385	EVC4/11-05/9062		1385	0

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	EV	11-06	C4	9246	9163	9163	5/6/2021 5/7/2021	200	200			200	EVC4/11-06/9246	9163	200	0
15	EV	11-06	C4	9246	9222	9222	5/6/2021	198	198			198	EVC4/11-06/9246	9222	198	0
15	EV	11-06	C4	9246	9228	9228	5/6/2021	197	197			197	EVC4/11-06/9246	9228	197	0
15	EV	11-06	C4	9246	9246	9246	5/6/2021	198	198			198	EVC4/11-06/9246	9246	198	0
15	EV	11-06	C4	9246	9269	9269	5/6/2021	249	199			199	EVC4/11-06/9246	9269	199	0
15	EV	11-06	C4	9246	9342	9342	5/7/2021	195	195			195	EVC4/11-06/9246	9342	195	0
15	EV	11-06	C4	9246			Total	1,237	1,187	1,192	1194	1187	EVC4/11-06/9246		1187	0
15	EV	11-06	C4	9308	9308	8965			198			198	EVC4/11-06/9308	9308	198	0
15	EV	11-06	C4	9308	9483				196			196	EVC4/11-06/9308	9483	197	1
15	EV	11-06	C4	9308	9533				199			199	EVC4/11-06/9308	9533	199	0
15	EV	11-06	C4	9308	9536				196			196	EVC4/11-06/9308	9536	196	0
15	EV	11-06	C4	9308	9544				150			150	EVC4/11-06/9308	9544	197	47
15	EV	11-06	C4	9308	9554				244			244	EVC4/11-06/9308	9554	196	-48
15	EV	11-06	C4	9308			Total:	???	1,183	1,198	1190	1183	EVC4/11-06/9308		1183	0

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	EV	11-06	C4	9354	9294				198			198	EVC4/11-06/9354	9294	198	0
15	EV	11-06	C4	9354	9314				198			198	EVC4/11-06/9354	9314	191	-7
15	EV	11-06	C4	9354	9316				191			191	EVC4/11-06/9354	9316	198	7
15	EV	11-06	C4	9354	9354				396			396	EVC4/11-06/9354	9354	198	-198
15	EV	11-06	C4	9354	9415				198			198	EVC4/11-06/9354	9415	198	0
15	EV	11-06	C4	9354	9421				198			198	EVC4/11-06/9354	9421	198	0
15	EV	11-06	C4	9354	9422	9422	5/6/2021 5/7/2021	150					EVC4/11-06/9354	9422	198	198
15	EV	11-06	C4	9354			Total:	150	???	1,386	1383	1379	EVC4/11-06/9354		1379	0
8965																
15	EV	11-06	C4	9403	8946				0				EVC4/11-06/9403	8946	198	198
15	EV	11-06	C4	9403	9267				0				EVC4/11-06/9403	9267	198	198
15	EV	11-06	C4	9403	9279				0				EVC4/11-06/9403	9279	199	199
15	EV	11-06	C4	9403	9310				0				EVC4/11-06/9403	9310	200	200
15	EV	11-06	C4	9403	9403				1,191			1191	EVC4/11-06/9403	9403	200	-991
15	EV	11-06	C4	9403	9456				0				EVC4/11-06/9403	9456	196	196
15	EV	11-06	C4	9403			Total:	???	1,191	1,201	1204	1191	EVC4/11-06/9403		1191	0

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	EV	11-06	C4	9433	9296	9296	5/6/2021	190	190			190	EVC4/11-06/9433	9296	190	0
15	EV	11-06	C4	9433	9320	9320	5/6/2021	200	200			199	EVC4/11-06/9433	9320	200	1
15	EV	11-06	C4	9433	9357					198		200	EVC4/11-06/9433	9357	199	-1
15	EV	11-06	C4	9433	9358	9358	5/5/2021 5/6/2021	196	196			197	EVC4/11-06/9433	9358	197	0
15	EV	11-06	C4	9433	9433	9433	5/5/2021	198	198			198	EVC4/11-06/9433	9433	198	0
15	EV	11-06	C4	9433	9451	9451	5/5/2021	198	198			198	EVC4/11-06/9433	9451	198	0
15	EV	11-06	C4	9433			Total:	982	1,180	1,192	1186	1182	EVC4/11-06/9433		1182	0
15	EV	11-05	C5	8829	8822	8965			200			200	EVC5/11-05/8829	8822	199	-1
15	EV	11-05	C5	8829	8829				380			380	EVC5/11-05/8829	8829	190	-190
15	EV	11-05	C5	8829	8921				75			75	EVC5/11-05/8829	8921	199	124
15	EV	11-05	C5	8829	9072				109			109	EVC5/11-05/8829	9072	200	91
15	EV	11-05	C5	8829	9209				184			184	EVC5/11-05/8829	9209	197	13
15	EV	11-05	C5	8829	9211				215			215	EVC5/11-05/8829	9211	197	-18
15	EV	11-05	C5	8829	9422				19			19	EVC5/11-05/8829			-19
15	EV	11-05	C5	8829			Total:	???	1,182	1,182	1189	1182	EVC5/11-05/8829		1182	0

There are numerous errors in this box. The batch counts are not correct. The box total is correct but that requires 9422 to be in this box, which it was not.

Batch 9422 was in box EVC4/11-06/9354 on Pallet 15. See sheet 266 of 695. It was counted on 11/6 and this box was counted on 11/5. Batch 9422 had 198 ballots

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	EV	11-05	C5	9073	8999				0				EVC5/11-05/9073	8999	192	192
15	EV	11-05	C5	9073	9021				0				EVC5/11-05/9073	9021	199	199
15	EV	11-05	C5	9073	9070				0				EVC5/11-05/9073	9070	199	199
15	EV	11-05	C5	9073	9073				1,385				EVC5/11-05/9073	9073	198	198
15	EV	11-05	C5	9073	9200				0				EVC5/11-05/9073	9200	199	199
15	EV	11-05	C5	9073	9201				0				EVC5/11-05/9073	9201	200	200
15	EV	11-05	C5	9073	9202				0				EVC5/11-05/9073	9202	198	198
15	EV	11-05	C5	9073			Total:	???	1,385	1,400	1389	1385	EVC5/11-05/9073		1385	0
15	EV	11-06	C5	9027	8985	8985	5/6/2021	199	199			199	EVC5/11-06/9027	8985	199	0
15	EV	11-06	C5	9027	9022	9022	5/6/2021	196	256			256	EVC5/11-06/9027	9022	196	-60
15	EV	11-06	C5	9027	9027	9027	5/6/2021	199	139			139	EVC5/11-06/9027	9027	199	60
15	EV	11-06	C5	9027	9176	9176	5/6/2021	196	196			196	EVC5/11-06/9027	9176	196	0
15	EV	11-06	CS	9027	9199	9199	5/6/2021	199	199			199	EVC5/11-06/9027	9199	199	0
15	EV	11-06	C5	9027	9265	9265	5/6/2021	197	197			197	EVC5/11-06/9027	9265	197	0
15	EV	11-06	C5	9027	9290				199			199	EVC5/11-06/9027	9240	199	0
15	EV	11-06	C5	9027			Total:	1,186	1,385	1,390	1406	1385	EVC5/11-06/9027		1385	0

9240 is the correct batch in the box. 9290 is in Box EVC2/11-06/8983 on pallet 15. See Page 257 of 695.

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	EV	11-06	C5	9236	9118	9118	5/6/2021	198	198			198	EVC5/11-06/9236	9118	198	0
15	EV	11-06	C5	9236	9227	9227	5/6/2021	347	200			200	EVC5/11-06/9236	9227	200	0
15	EV	11-06	C5	9236	9236	9236	5/6/2021	199	199			199	EVC5/11-06/9236	9236	199	0
15	EV	11-06	C5	9236	9243	9243	5/6/2021	50	197			198	EVC5/11-06/9236	9243	197	-1
15	EV	11-06	C5	9236	9318	9318	5/6/2021	199	199			199	EVC5/11-06/9236	9318	199	0
15	EV	11-06	C5	9236	9333	9333	5/6/2021	198	199			198	EVC5/11-06/9236	9333	198	0
15	EV	11-06	C5	9236	9390	9390	5/6/2021	199	199			198	EVC5/11-06/9236	9390	199	1
15	EV	6-Nov	C5	9236			Total:	1,390	1,391	1,420		1390	EVC5/11-06/9236	1390		0
8965																
15	EV	11-06	C5	9334	9001				200			200	EVC4/11-06/9334 (Was EVC4/10-06/9334)	9001	196	-4
15	EV	11-06	C5	9334	9081							200	EVC4/11-06/9334 (Was EVC4/10-06/9334)	9081	198	-2
15	EV	11-06	C5	9334	9175				200			200	EVC4/11-06/9334 (Was EVC4/10-06/9334)	9175	200	0
15	EV	11-06	C5	9334	9306				200			200	EVC4/11-06/9334 (Was EVC4/10-06/9334)	9306	200	0
15	EV	11-06	C5	9334	9334				58			58	EVC4/11-06/9334 (Was EVC4/10-06/9334)	9334	199	141
15	EV	11-06	C5	9334	9391				342			342	EVC4/11-06/9334 (Was EVC4/10-06/9334)	9391	199	-143
15	EV	11-06	CS	9334	9406				200			191	EVC4/11-06/9334 (Was EVC4/10-06/9334)	9406	199	8
15	EV	11-06	CS	9334			Total:	???	1,200	1,389	1403	1391	EVC4/11-06/9334 (Was EVC4/10-06/9334)	1391		0

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	EV	11-06	C5	9407	340				195				EVC5/11-06/9407	9340	195	195
15	EV	11-06	C5	9407	9161	9161	5/6/2021	198	96			96	EVC5/11-06/9407	9161	198	102
15	EV	11-06	C5	9407	9407	9407	5/5/2021	197	197			197	EVC5/11-06/9407	9407	197	0
15	EV	11-06	C5	9407	9409	9409	5/6/2021	200	200			200	EVC5/11-06/9407	9409	200	0
15	EV	11-06	C5	9407	9410	9410	5/6/2021	200	299			299	EVC5/11-06/9407	9410	200	-99
15	EV	11-06	C5	9407	9413	9413	5/6/2021	197	200			200	EVC5/11-06/9407	9413	196	-4
15	EV	11-06	C5	9407	9425	9425	5/6/2021	195	194			194	EVC5/11-06/9407	9425	195	1
15	EV	11-06	C5	9407	9304							195	EVC5/11-06/9407			-195
15	EV	11-06	C5	9407		8965	Total:	1,187	1,381	1,379	1393	1381	EVC5/11-06/9407		1381	0

Batch 9340 was in the box. Batch 9304 in Box EVC5/11-06/9407

15	EV	11-06	C5	9408	9299	9299	5/5/2021	199	199			199	EVC5/11-06/9408	9299	199	0
15	EV	11-06	C5	9408	9317	9317	5/5/2021	198	198			198	EVC5/11-06/9408	9317	198	0
15	EV	11-06	C5	9408	9408	9408	5/5/2021	196	196			196	EVC5/11-06/9408	9408	196	0
15	EV	11-06	C5	9408	9435	9435	5/5/2021	195	195			195	EVC5/11-06/9408	9435	195	0
15	EV	11-06	C5	9408	9439	9439	5/5/2021	198	198			198	EVC5/11-06/9408	9439	198	0
15	EV	11-06	C5	9408	9561	9561	5/5/2021	200	200			200	EVC5/11-06/9408	9561	200	0
15	EV	11-06	C5	9408	9968				199				EVC5/11-06/9408			0
15	EV	11-06	C5	9408	9468							199	EVC5/11-06/9408	9468	199	0
15	EV	11-06	C5	9408			Total:	1,186	1,385	1,385	1383	1382	EVC5/11-06/9408		1385	3

There is no Batch 9968

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	EV	11-06	C5	9419	9291	9292	5/6/2021	198	198			198	EVC5/11-06/9419	9291A	198	0
15	EV	11-06	C5	9419	9326	9326	5/6/2021	197	198			198	EVC5/11-06/9419	9326	198	0
15	EV	11-06	C5	9419	9355	9355	5/6/2021	200	200			200	EVC5/11-06/9419	9355	200	0
15	EV	11-06	C5	9419	9419	9419	5/6/2021	199	199			199	EVC5/11-06/9419	9419	199	0
15	EV	11-06	C5	9419	9423	9423	5/6/2021	196	196			196	EVC5/11-06/9419	9423	196	0
15	EV	11-06	C5	9419	9427	9427	5/6/2021	194	194			194	EVC5/11-06/9419	9427	194	0
15	EV	11-06	C5	9419	9573	9573	5/6/2021	198	198			198	EVC5/11-06/9419	9573	198	0
15	EV	6-Nov	C5	9419			Total:	1,382	1,383	1,390	1389	1383	EVC5/11-06/9419		1383	0
15	EV	11-06	C5	9470	9470	9470	5/5/2021	197	197			197	EVC5/11-06/9470	9470	197	0
15	EV	11-06	C5	9470	9510	9510	5/6/2021	199	199			199	EVC5/11-06/9470	9510	199	0
15	EV	11-06	C5	9470	9538	9538	5/5/2021	199	199			199	EVC5/11-06/9470	9538	199	0
15	EV	11-06	C5	9470	9549	9549	5/6/2021	198	198			198	EVC5/11-06/9470	9549	198	0
15	EV	11-06	C5	9470	9555	9555	5/5/2021 5/6/2021	199	199			199	EVC5/11-06/9470	9555	199	0
15	EV	11-06	C5	9470	9558	9558	5/6/2021	197	197			197	EVC5/11-06/9470	9558	197	0
15	EV	11-06	C5	9470	9565	9565	5/5/2021	104	104			104	EVC5/11-06/9470	9565	104	0
15	EV	11-06	C5	9470			Total:	1,293	1,293	1,316	1482	1293	EVC5/11-06/9470		1293	0
15	EV	11-11	H3	8	1				294			294	EVH3/11-11/8	PROV1	294	0
15	EV	11-11	H3	8	18				294			294	EVH3/11-11/8	PROV18	294	0
15	EV	11-11	H3	8	3				277			278	EVH3/11-11/8	PROV3	277	-1
15	EV	11-11	H3	8	7				290			290	EVH3/11-11/8	PROV7	290	0
15	EV	11-11	H3	8	8				347			346	EVH3/11-11/8	PROV8	347	1
15	EV	11-11	H3	8			Total:	???	1,502	1,502		1502	EVH3/11-11/8		1502	0

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	EV		HC	19	19							200	EVH2/10-23/HA2544	HA2544	200	0
15	EV		HC				Total:	???	???	215	211	200	EVH2/10-23/HA2544		200	0
15	LEV	11-11	HI	DUPS173744	173744				200			200	LEVH1/11-11/DUPS173744DUP173744		200	0
15	LEV	11-11	HI	DUPS173744	291873				200			200	LEVH1/11-11/DUPS173744DUP291873		200	0
15	LEV	11-11	HI	DUPS173744	292073				200			200	LEVH1/11-11/DUPS173744DUP292073		200	0
15	LEV	11-11	HI	DUPS173744	292274				200			200	LEVH1/11-11/DUPS173744DUP292274		200	0
15	LEV	11-11	HI	DUPS173744	292474				200			200	LEVH1/11-11/DUPS173744DUP292474		200	0
15	LEV	11-11	HI	DUPS173744	292675	8965			200			200	LEVH1/11-11/DUPS173744DUP292675		200	0
15	LEV	11-11	HI	DUPS173744	292877				200			200	LEVH1/11-11/DUPS173744DUP292877		200	0
15	LEV	11-11	HI	DUPS173744	3253				200			200	LEVH1/11-11/DUPS173744DUPHAND3253		200	0
15	LEV	11-11	HI	DUPS173744	40119				16			16	LEVH1/11-11/DUPS173744DUPHAND0119		16	0
15	LEV	11-11	HI	DUPS173744			Total:	???	1,616	1,627		1616	LEVH1/11-11/DUPS173744		1616	0

Pallet	Box Type	Box Date	Scanner	First Batch	Batch	Batch from Agg	Date Counted	Ballot Count	CoC Batch	Count of PE	Weigh Count	Machine Count	AuditorBoxName	Auditor Batch	CVR Ballots	Official_Machine Difference
15	PB	11-11	H3	14	12				183			183	PBH3/11-11/14	PROV12	183	0
15	PB	11-11	H3	14	14				294			293	PBH3/11-11/14	PROV14	294	1
15	PB	11-11	H3	14	17				291			291	PBH3/11-11/14	PROV17	291	0
15	PB	11-11	H3	14	2	2	5/4/2021	197	290			290	PBH3/11-11/14	PROV2	293	3
15	PB	11-11	H3	14	23				99			99	PBH3/11-11/14	PROV23	96	-3
15	PB	11-11	H3	14	6				244			244	PBH3/11-11/14	PROV6	244	0
15	PB	11-Nov	H3	14			Total	197	1,401	1,401		1400	PBH3/11-11/14		1401	1

Reference		Page # in Report	Official Results by Box	Machine Count	Hand Count	Chain of Custody (Blue Sheets) Count	Paper Evaluation Count	CVR - Hand Count (abs value)	Machine - Hand (abs value)	CVR - Machine (abs value)	Chain of Custody (abs value)	Machine - Paper Eval		
EV2/11-5/8898		20	1,160	1,160	1,191	1,178	0	0	0	0	31	-18		
EV2/11-06/8968		20	1,190	1,189	1,190	1,189	1,194	0	1	1	0	-5		
EV2/11-06/8983		20	1,190	1,190	1,190	1,202	1,190	1,190	0	0	0	-12		
EV2/11-06/9110		21	1,185	1,185	1,235	1,185	1,186	50	50	0	0	-1		
EV2/11-06/9146		21	1,183	1,183	991	1,183	1,194	192	192	0	0	-11		
EV2/11-06/9352		21	1,189	1,189	1,189	1,190	1,198	0	0	0	1	-9		
EV2/11-06/9417		22	1,192	1,192	1,391	1,191	1,208	199	199	0	1	-16		
EV2/11-6/9563		22	1,170	1,170	973	1,172	1,172	197	197	0	198	-2		
EV2/11-06/9360		22	1,188	1,188	992	1,188	1,192	196	196	0	0	-4		
EV3/11-06/9052		23	1,188	1,188	1,188	1,188	1,188	0	0	0	1	0		
EV3/11-05 & 11-6/9046		23	1,253	1,253	1,053	1,052	1,257	200	200	0	201	-4		
EV3/11-06/9097		24	1,100	1,100	1,100	1,114	0	0	0	0	0	-14		
EV3/11-06/9245		24	1,109	1,109	1,109	1,109	1,122	0	0	0	0	-13		
EV3/11-06/9315		25	1,162	1,162	1,112	1,162	1,162	50	50	0	0	0		
EV3/11-06/9343		25	1,189	1,189	495	1,189	1,196	694	694	0	0	-7		
EV3/11-06/9424		26	1,224	1,224	1,224	1,230	0	0	0	0	0	-6		
EV3/11-6/9411		26	395	395	395	398	0	0	0	0	0	-3		
EV4/11-05/8987		26	1,185	1,185	1,185	1,192	1,192	0	0	0	0	-7		
EV2/11-06/9060		27	1,190	1,190	1,190	1,190	1,197	0	0	0	0	-7		
EV4/11-05/9062		27	1,385	1,385	1,186	1,384	1,388	199	199	0	1	-3		
EV4/11-05/9171		27	1,177	1,177	1,080	1,181	1,176	97	97	0	4	1		
EV4/11-06/9308		28	1,183	1,183	0	1,183	1,198	1,183	1,183	0	0	-15		
EV4/11-06/9246		28	1,187	1,187	1,237	1,187	1,192	50	50	0	0	-5		
EV4/11-06/9354		29	1,379	1,379	150	0	1,386	1,229	1,229	0	1,379	-7		
EV4/11-06/9403		29	1,191	1,191	0	1,191	1,201	1,191	1,191	0	0	-10		
EV5/11-05/8829		30	1,182	1,182	0	1,182	1,182	1,182	1,182	0	0	0		
EV4/11-06/9433		30	1,182	1,182	982	1,180	1,192	200	200	0	2	-10		
EV5/11-05/9073		31	1,385	1,385	0	1,385	1,400	1,385	1,385	0	0	-15		
EV5/11-06/9027		31	1,385	1,385	1,186	1,385	1,390	199	199	0	0	-5		
EV5/11-06/9236		32	1,390	1,390	1,390	1,391	1,420	0	0	0	1	-30		
EV4/11-06/9334 (Was EV4/10-06/933)		32	1,391	1,391	0	1,200	1,389	1,391	1,391	0	191	2		
EV5/11-06/9407		33	1,381	1,381	1,187	1,381	1,379	194	194	0	0	2		
EV5/11-06/9408		33	1,385	1,382	1,186	1,385	1,385	199	196	3	3	-3		
EV5/11-06/9419		34	1,383	1,383	1,382	1,383	1,390	1	1	0	0	-7		
EV5/11-06/9470		34	1,293	1,293	1,293	1,293	1,316	0	0	0	0	-23		
EV3/11-11/8		34	1,502	1,502	0	1,502	1,502	1,502	1,502	0	0	0		
EV2/10-23/HA2544		35	200	200	0	215	0	200	200	0	200	-15		
LEV1/11-11/DUPS173744		35	1,616	1,616	0	1,616	1,627	1,616	1,616	0	0	-11		
PBH3/11-11/14		36	1,401	1,400	197	1,401	1,401	1,204	1,203	1	1	-1		
Box Count			48,371	48,366	32,674	46,234	48,668	16,295	16,292	5	2,216	-302		
Totals			Differences											
Auditor Box Name			Reference	Page # in Report	Official Results by Box	Machine Count	Hand Count	Chain of Custody (Blue Sheets) Count	Paper Evaluation Count	CVR - Hand Count (abs value)	Machine - Hand (abs value)	CVR - Machine (abs value)	Chain of Custody (abs value)	Machine - Paper Eval

From: Jeremy Duda [REDACTED]

Sent: 9/30/2021 4:55:09 PM

To: Rod Thomson [REDACTED]; Douglas Logan [REDACTED]; [REDACTED]

Subject: Re: Early ballot envelopes

Also, when Dr. Ayyadurai was discussing duplicate envelopes, he stated, "Each of those voters submitted two ballots," which is completely untrue and suggests a lack of basic understanding about the duplication process. Those voters did not submit two ballots. It doesn't even mean they submitted two envelopes. If the election workers are unable to verify a signature, but the voter confirms they signed it, that same envelope is stamped as "approved" and then re-scanned by the system. Again, why did Dr. Ayyadurai not consult with anyone who knew enough about Maricopa County election procedures to explain this?

On Wed, Sep 29, 2021 at 3:10 PM Jeremy Duda [REDACTED] wrote:

I've got some questions about the claims that Shiva Ayyadurai made during his presentation at the Arizona Senate on Friday.

-Dr. Ayyadurai questioned why the "verified and approved" stamp appeared behind the triangle on some of the EVB envelope images. On the images, the triangles were white with black borders. But on the actual envelopes, the triangle is solid black. According to the Maricopa County Elections Department and to Runbeck Election Services, which prints and scans those envelopes, this is due to binary scanning, which hollows out the coloring inside of those borders to create smaller files and save space on the computers, which is why the stamp doesn't appear within those triangles. Was Dr. Ayyadurai aware of this, and if not, why not?

-Was Dr. Ayyadurai aware that the triangles on the paper envelopes are solid black? If so, why didn't he mention this in his report or his presentation? If not, why not?

-Dr. Ayyadurai questioned why only 10% of early ballot envelopes had "verified and approved" stamps. According to county election officials and others who have worked in the elections department, only signatures that are flagged for additional verification or "curing" end up with those stamps. Most signatures are verified through digital images, which doesn't require election workers to ever see or touch the physical envelopes. Only if there are questions do they actually inspect the paper envelope. And the reason there's a disproportionate number of stamps after Nov. 3 is that the county hired additional people and put additional resources into signature curing, which is legally permitted for five days after the election. Was Dr. Ayyadurai aware of any of this?

-Dr. Shiva flagged signatures that he described as "scribbles" and questioned why they were verified. Signature verification does not, however, depend on legibility of the signature. It depends on whether the signature matches other signatures that the elections department has on file for each voter. And if any signature, scribble or otherwise, doesn't match the signature on file for that voter, elections workers contact that voter to verify the signature. Was Dr. Shiva familiar with or aware of this process when he conducted his evaluation?

-Was Dr. Ayyadurai aware that if an envelope doesn't have a signature, election officials contact the voter to give them an opportunity to sign? Was he aware of how the envelope duplication process works?

To be perfectly frank, Dr. Ayyadurai seems to have not only had no knowledge of how the signature verification process works or what the processes and procedures Maricopa County uses regarding EVBs, he does not appear to have made any effort whatsoever to find out. Runbeck tells me that Dr. Ayyadurai never reached out to the company with any questions. What, if any, efforts did Dr. Ayyadurai take to answer the questions he raised or to familiarize himself with the laws, processes and procedures pertaining to EVBs?

I plan to publish my story around 3p.m. on Thursday (Arizona time).

--

Jeremy Duda
[REDACTED]

--

Jeremy Duda
[REDACTED]

From: Randy Pullen [REDACTED]
Sent: 9/30/2021 10:29:34 AM
To: Anglen, Robert [REDACTED]
Cc: [REDACTED]
Subject: Re: Report on hand count

Hi Robert,

Thank you for sending the report last night. The purpose of the machine count was to confirm the total ballot count, which it did. This does not mean it counted every ballot perfectly. As part of the testing and training for the machine count, our machine count team did numerous hand counts of test batches in order to confirm accuracy of the machine count. Based on industry standards the machine count was considered accurate. There was an assumption made by Mr. White and Moore (I assume that is who it came from) that was incorrect. The Cyber Ninja hand count was not completed before we did the machine count. They were in the process of checking their counts and when there was a variation from the CoC or from the counts as listed on the the batch count sheets in each box they were doing recounts. This is why there were boxes on our tabulation sheets that did not have hand counts included. So the conclusion that the hand count was off 16,292 from the machine count is incorrect.

What this report does confirm is there were significant differences between the County's CVR and the CoC counts and the batch counts as listed on each box. Our Machine Count Report pointed out the many anomalies we found in the boxes and batches.
With best regards,

Randy Pullen

On Wed, Sep 29, 2021 at 8:44 PM Anglen, Robert [REDACTED] wrote:

As promised, here is a copy of the report by Benny White, Randy Pullen and Tim Halvorsen. They conclude that the Cyber Ninjas' hand count is "fiction" based on the numbers Randy Pullen provided in his report. The 27-page report breaks down those numbers by batch and box.

I can be reached at [REDACTED] tonight or Tuesday morning to discuss their findings and your reaction to it.

Sincerely,

Robert Anglen

Consumer investigations

azcentral | The Arizona Republic

PART OF THE USA TODAY NETWORK

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

azcentral.com

From: Douglas Logan [REDACTED]
Sent: 10/1/2021 4:40:34 PM
To: Carolina Lumetta [REDACTED]
Cc: rod@thomsonpr.com [REDACTED]
Subject: RE: Scheduling WORLD Interview

Attachments: [SUBPOENA - January 12 2021 NEW Senate Sub to Maricopa County.pdf](#)

Carolina,

If you're interested in getting a bit more facts into your article, I've got a response to a few things stated to make things a bit more clear. Hopefully it helps you understand the situation a bit better.

"Officials with the county, though, [said](#) the claim of deleted data was false and that they had simply archived excess data in storage files that were not subpoenaed."

When they say "archived" that means they're admitting they deleted files, but they also have a backup copy that is not on the computer. The implication is that it was a normal process at the end of an election. Before we claimed any deletion of files, we also reviewed prior year elections. There was no "archiving" of past elections for any prior year. All the files were still in tact and on the file system. As a result this was not a normal process that we were just ignorant of their procedures; as they try to portray. They did something different with the 2020 election and deleted artifacts.

Furthermore, as shown during the hearing the files deleted included ballot images, result files, logs, and SQL Database Files among other things. These were specifically mentioned in the subpoena, as can be seen in the attached copy of the original subpoena. If you review #4, #17 and #18 you will see what I'm talking about. If they "archived" these files then these files should have also been supplied since the subpoena explicitly covered them. What they're saying via Twitter is absolutely not accurate.

"Regarding the 23,000 ballots, the Board of Supervisors disputed the number on the basis that the auditors used a private population database rather than official county numbers. The county [tweeted](#) rebuttals that attributed the mail-in votes to legal address differences for military voters, college students, and "snowbirds"—people temporarily residing in a different state for the winter."

To generate the list of 23,344 individuals who voted via mail-in address, but had moved prior to October 5th, we took the official list of who voted, called the VM55 file; and we cross-referenced it with a commercial database called Melissa. As input to Melissa we included both the original name and address from the voter file and got input back from Melissa as to whether the individual still lived at that location, and when this had changed. For people who showed as moved, we then ran a general query on the address from the VM55 file to see if anyone new showed up at the given address after the move date. If any name that came back with that query had the same last name as the registered voter, we dropped the name from our results; assuming the individual was a relative and therefore could theoretically hand a mail-in ballot to their relative it came for. By law mail-in ballots are not allowed to be forwarded via mail, as a result these ballots could NOT have been forwarded to another location.

Melissa gets its move data from the US Postal Service's National Change of Address (NCOA) service. This data only gets populated when you go to your postal service and fill out a change of address form and request that your mail be forwarded to a new location (Remember, that ballots can NOT be forwarded).

With the above explanation I think you can see why the 23,344 can't be explained by college students or snow birds and would not cover most military votes. In all situations except rare circumstances college students would have someone still at the address with the same last name. Likewise, snow birds would still have their name on the location. Most likely this would also be true with military; but there is one circumstance where this might not be true. If the military was overseas they might qualify for UOCAVA and could have voted via "mail-in" utilizing the UOCAVA process. That could of allowed them to vote without receiving the physical ballot sent to their house. This is not something we'd thought about prior, but I ran a query on the 23,344 people flagged by that finding, and this could potentially explain 1,344 of the 23,344.

"The audit team said it removed from its tally voters who appeared to be college students but that it could not account for the remaining thousands"

What I believe I explained is the last name bit I covered above. This would account for college students as well as a lot of other scenarios where someone would be able to get their ballot because family owned the house.

Thank-you for taking the time to review this. I'm hopeful that this might make it into your article.

If there is anyway you can update that awful picture as well it would be greatly appreciated.

Thanks,
Doug Logan

From: Carolina Lumetta [REDACTED]
Sent: Friday, October 1, 2021 12:58 PM
To: Douglas Logan [REDACTED]
Subject: Re: Scheduling WORLD Interview

Hello Mr. Logan,

Here is the WORLD article about the audit: <https://wng.org/roundups/the-arizona-audit-fallout-1633038107>

Thank you again for speaking with me.

AZ-SEN-21-0466, 21-0473, 21-0477, 21-0480, 21-0481-M,
21-0472, 21-0476-N, 21-0465, 21-0468, 21-0469-O, 21-0640-Q-000265

Sincerely,
Carolina Lumetta
Digital Reporter | [WORLD](#)

On Tue, Sep 28, 2021 at 10:09 PM Carolina Lumetta [REDACTED] wrote:

Sounds great. Here's the Zoom link:

Carolina Lumetta is inviting you to a scheduled Zoom meeting.

Topic: WORLD Interview
Time: Sep 29, 2021 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting
<https://zoom.us/j/94749096083?pwd=TCs1Qk02RnArQ3lMeDRvQ1lYUNKUT09>

Meeting ID: 947 4909 6083
Passcode: Yz6Biy

On Tue, Sep 28, 2021 at 7:50 PM Douglas Logan [REDACTED] wrote:

Caroline,
I can make tomorrow at 11am work.

Thanks,
Doug Logan

From: Carolina Lumetta [REDACTED]
Sent: Tuesday, September 28, 2021 1:12 PM
To: Douglas Logan [REDACTED]
Cc: [REDACTED]
Subject: Scheduling WORLD Interview

Hello Mr. Logan,

Thank you for your interest in speaking to me about the election audit. I understand it's been a crazy few months for you, and I appreciate your willingness to tell us your story. My deadline for the article is no later than Thursday morning, which unfortunately doesn't give extensive scheduling time. My schedule is very flexible, though, so I can accommodate whatever time works for you. How does tomorrow around 11am EST/8amMST work? As soon as we narrow down a time, I'll send a Zoom link along.

Thank you again, and I look forward to connecting.

Sincerely,
Carolina Lumetta

Exhibit A

ARIZONA SENATE

*Fifty-Fifth Arizona Legislature
First Regular Session*

Senate Judiciary Committee

SUBPOENA DUCES TECUM

TO: The Maricopa County Board of Supervisors

YOU ARE COMMANDED TO APPEAR at the time, date and place set forth below to provide testimony concerning the items set forth in Exhibit A attached hereto. You must designate one or more of your officers, agents or representatives who consent to testify on your behalf about the same.

Date & Time: January 13, 2021 at 9:00 a.m.

Place: Arizona Senate
Arizona State Capitol
1700 West Washington Street
Phoenix, Arizona 85007

You or your representative must also produce, and permit inspection, testing or sampling of the items set forth in Exhibit A at the date, time and location set forth above.

**FAILURE TO COMPLY WITH THIS SUBPOENA MAY CONSTITUTE CONTEMPT OF THE
LEGISLATURE, PURSUANT TO A.R.S. § 41-1153**

Executed this 12th day of January, 2021.


Karen Fann, President of the Arizona Senate



Warren Petersen, Chairman
Senate Judiciary Committee

EXHIBIT A

For the November 2020 general election in Maricopa County, Arizona:

1. The ballot tabulation and processing equipment from each polling place and tabulation center.
2. The software for the equipment described above and the election management system used.
3. Hardware and Forensic Images of Election Servers, Desktops, Removable Media (such as thumb drives, USB, memory cards, PCMCIA cards, Compact Flash, CD/DVD etc.) used to transfer ballots to tabulation centers from voting locations and to load software/programming.
4. Election Log Files, in XML, EML, JSON, DVD and XSLT formats, and any other election files and logs for the:
 - Tabulators
 - Result Pair Resolution
 - Result Files
 - Provisional Votes
 - RTMLogs
 - SQL Database Files
 - Signature Checking & Sorting Machine
5. Election Settings
 - Rejected Ballots Report by Reason Code
6. Accounts and Tokens
 - Username & Passwords (Applications, Operation Systems)
 - Encryption Passwords (Bitlocker, Veracrypt, Etc)
 - Security Tokens (iButton, Yubikey, SmartCard, Etc)
7. Windows Server & Desktop
 - Windows software log
 - Windows event log and Access logs
 - Network logs
 - FTP Transfer Points Log
 - Usernames & Passwords
 - Application specific usernames and passwords (Election Software, Database Access)
8. Dominion Equipment
 - The Administrator & Audit logs for the EMS Election Event Designer (EED) and EMS Results Tally & Reporting (RTR) Client Applications.
9. Dominion Network

- Identity of each person accessing the domain name Admin.enr.dominionvoting.com and *. dominionvoting.com domains.
 - Windows security log of the server that is hosted at Admin.enr.dominionvoting.com
 - Internal admin.enr.dominionvoting.com logs
10. Election Systems & Software (ESS) Specific
- The Administrator & Audit logs for the Electionware election management system, Ballot on Demand - BOD printing system, DS200 scanner and tabulator, DS450 scanner and tabulator, DS850 scanner and tabulator, and Voting Systems (ExpressPoll, ExpressVote, ExpressVote XL).
11. Voter rolls
- Database of voter rolls
 - Forensic image of computers/devices used to work with voter rolls
 - Copy of media device used to transfer voter rolls
12. Daily and cumulative voter records for those who voted, with sufficient information to determine for each voter:
- Name and voter registration address;
 - Mailing address
 - Date of birth;
 - Voter ID number;
 - Manner of voting (e.g., early by mail, early in-person, in-person on Election Day)
 - Voting location (if applicable)
 - Date voted
 - Political party affiliation (if applicable);
 - Early ballot request date (if applicable)
 - Early ballot sent date (if applicable)
 - Voted early ballot return or receipt date (if applicable)
 - Ballot canceled date (if applicable)
 - Image of ballot envelope or pollbook entry in .RAW, HTML, XHTML, SVG, or other format
13. Access or control of ALL routers, tabulators or combinations thereof, used in connection with the administration of the 2020 election, and the public IP of the router.
14. Voter Rally Paper Rolls, Test Ballots, Ballot Test Matrix.
15. Access to all original, paper ballots (including but not limited to early ballots, Election Day ballots, and provisional ballots).
16. Each original, unique native electronic image of each early ballot cast, with the original associated metadata (multiple ballot images **may not** be combined into a single file and no metadata associated the original electronic ballot image shall be deleted, removed or altered).

17. Each image of each early ballot cast in (a) TIFF format, (b) PDF format, and (c) JPG format (multiple ballot images **may not** be combined into a single file).

18. From the Dominion electronic election management system, each of the following must be provided as (a) an XML file, (b) a JSON file, and (c) a TXT file:

- Dominion Electronic Cast Vote Record
- Ballot Images – Raw Images
- Ballot Images – Ballot Audit and Review
- Early Ballot Report
- Provisional Ballot Report
- Conditional Voter Registration Ballot Report
- Cast Vote Record (raw data) – JSON
- ImageCast Central Logs
- Ballot Scanning/Tabulation Machine Logs
- Ballot Scanning/Tabulating Machine Tape

Any electronically stored information contained in this Exhibit A shall be electronically uploaded to one or more computer drives supplied by the Senate Judiciary Committee or its agents.

ARIZONA SENATE

*Fifty-Fifth Arizona Legislature
First Regular Session*

Senate Judiciary Committee

SUBPOENA DUCES TECUM

TO: Stephen Richer, Maricopa County Recorder

YOU ARE COMMANDED TO APPEAR at the time, date and place set forth below to provide testimony concerning the items set forth in Exhibit A attached hereto. You must designate one or more of your officers, agents or representatives who consent to testify on your behalf about the same.


Date & Time: January 13, 2021 at 9:00 a.m.

Place: Arizona Senate
Arizona State Capitol
1700 West Washington Street
Phoenix, Arizona 85007

You or your representative must also produce, and permit inspection, testing or sampling of the items set forth in Exhibit A at the date, time and location set forth above.

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LEGISLATURE, PURSUANT TO A.R.S. § 41-1153**

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 - Voting location (if applicable)
 - Date voted
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13. Access or control of ALL routers, tabulators or combinations thereof, used in connection with the administration of the 2020 election, and the public IP of the router.
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ARIZONA SENATE

*Fifty-Fifth Arizona Legislature
First Regular Session*

Senate Judiciary Committee

SUBPOENA DUCES TECUM

TO: John M. Allen, Maricopa County Treasurer

YOU ARE COMMANDED TO APPEAR at the time, date and place set forth below to provide testimony concerning the items set forth in Exhibit A attached hereto. You must designate one or more of your officers, agents or representatives who consent to testify on your behalf about the same.


Date & Time: January 13, 2021 at 9:00 a.m.

Place: Arizona Senate
Arizona State Capitol
1700 West Washington Street
Phoenix, Arizona 85007

You or your representative must also produce, and permit inspection, testing or sampling of the items set forth in Exhibit A at the date, time and location set forth above.

**FAILURE TO COMPLY WITH THIS SUBPOENA MAY CONSTITUTE CONTEMPT OF THE
LEGISLATURE, PURSUANT TO A.R.S. § 41-1153**

Executed this 12th day of January, 2021.


Karen Fann, President of the Arizona Senate



Warren Petersen, Chairman
Senate Judiciary Committee

EXHIBIT A

For the November 2020 general election in Maricopa County, Arizona:

1. All ballots (including but not limited to early ballots, Election Day ballots, and provisional ballots).
2. Each original, unique native electronic image of each early ballot cast, with the original associated metadata (multiple ballot images **may not** be combined into a single file and no metadata associated the original electronic ballot image shall be deleted, removed or altered).
3. Each image of each early ballot cast in (a) TIFF format, (b) PDF format, and (c) JPG format (multiple ballot images **may not** be combined into a single file).

Any electronically stored information contained in this Exhibit A shall be electronically uploaded to one or more computer drives supplied by the Senate Judiciary Committee or its agents.

From: Howard, Hope [REDACTED]
Sent: 10/4/2021 9:41:55 AM
To: Douglas Logan [REDACTED]
Subject: Re: CNN Request // Doug Logan

Hi Mr. Logan,

I hope you've had a good weekend. I wanted to circle back on this request and see if you have decided if you are interested in participating. Again, feel free to reach out if you have any other questions.

Thank you,

HOPE HOWARD
CNN Network Bookings Coordinator | CNN
[REDACTED]

From: "Howard, Hope" [REDACTED]
Date: Monday, September 20, 2021 at 1:01 PM
To: [REDACTED]
Cc: "Simpson, Jennifer" [REDACTED] "Howard," [REDACTED]
Subject: CNN Request // Doug Logan

Hello Mr. Logan,

I hope you are well.

CNN's Jake Tapper is doing a comprehensive, one-hour documentary examining the 2020 presidential election. We are looking into how President Trump's messaging around the voting process may have impacted the results of the election. It's currently scheduled to air in primetime on November 5th.

Jake is eager to include some of President Trump's supporters in his program. He specifically asked to include you in the program and requested that I reach out to you to see if you'd be available to do an interview. Any guidance regarding this request is greatly appreciated. Please let me know if I can answer any questions via phone or at the email below.

Warmest regards,

HOPE HOWARD
CNN Network Bookings Coordinator | CNN
[REDACTED]

From: Anglen, Robert [REDACTED]
Sent: 10/5/2021 7:48:05 PM
To: Douglas Logan [REDACTED]
Cc: [REDACTED]
Subject: FW: Interview request/

Attachments: [image003.jpg](#), [image005.jpg](#), [image009.jpg](#)

Doug Logan/ Rod Thomson:

Last week, I sought your comment on an analysis of the ballot hand count authored by "The Audit Guys." I am reaching out today regarding a new report on the Cyber Ninjas' audit findings, this time authored by California election auditor Ray Lutz.

I am happy to make Lutz's report available to you. But I wanted to draw your attention to his core observations. The first: That the Cyber Ninjas reported different totals for races on the same ballot, which Lutz says raises significant questions about your methodologies. Here is the language from his report:

It is interesting to note the somewhat embarrassing reality that the audit did not have the same number of ballots between the two contests being reviewed, the Presidential contest and the Senate contest, losing about 263 ballots in the Senate contest. This does not inspire a great deal of confidence in the hand count, because those ballots were counted at the same time and should have been exactly the same number. It does however speak to the beneficial transparency of the reported result that exposes an internally recorded discrepancy.

Presidential Contest					
	Trump	Biden	Jorgenson	Write In / Over / Under	Total
Audit	995,404	1,040,873	31,501	20,791	2,088,569
County Canvass	995,665	1,040,774	31,705	21,419	2,089,563
Audit - Canvass	(261)	99	(204)	(628)	(994)
Senate Contest					
	McSally	Kelly		Write In / Over / Under	Total
Audit	983,662	1,064,336		40,398	2,088,306
County Canvass		1,064,396		40964	2,089,563
Audit - Canvass	(541)	(60)		(566)	(1,167)
Machine Paper Ballot Count (Pullen Report)					2,089,442
Machine Ballot Count - Canvass					(121)

As always, I want to make sure you have every chance to review and comment on this issue and other issues Lutz raises before we publish a story about his findings. Is there an explanation for the different totals of ballots counted in the two races? Should that call into question other information raised in your Sept. 24 report to the Senate? Is Lutz wrong to focus on this?

In another section of the report, Lutz seizes on the lack of data offered by the Cyber Ninjas in regard to tally sheets, which he describes as key to any audit:

What We Expected and Did Not Find

This audit was touted as a "forensic" audit, apparently meaning it is in-depth and considers all evidence including physically collected evidence. Merriam-Webster defines "Forensic" as relating to or dealing with the application of scientific knowledge to legal problems.

We expected that the audit would compare, batch to batch, for all 10,341 batches, the vote totals for each of the contest options being audited. The Dominion Voting System designates each ballot processed with a tabulator number, batch number and offset in the batch. Vote counts per candidate for each batch can be easily subtotaled directly from the cast-vote record (CVR) file, and then compared to a hand tally. The audit did not provide any result of such a comparison to the public.

For example, we have a spreadsheet of all the totals of all batches which was derived from the CVR file, and their corresponding pallet and box. The following snippet shows two boxes, each containing 7 batches of about 200 ballots each. It provides the vote counts for each candidate and each batch. These totals should be comparable to the totals from the hand tally. But neither the hand tally sheets nor master spreadsheet were provided and therefore we cannot perform the comparison.

batchid	Blue Sheet	scanner	EV batch	Pallet	Box #	President			Trump Biden Jorg			Senate			McSally Kofy				
						ballots	votes	writes	ov	uv	votes	votes	votes	votes	writes	ov	uv	votes	votes
03001_00001	102020 p3	H1	265	27	EVH110-20/265	199	195	0	2	2	79	114	2	197	0	2	82	115	
03001_00002	102020 p3	H1	237	27	EVH110-20/265	200	200	0	0	0	64	135	1	198	0	2	61	137	
03001_00003	102020 p3	H1	305	27	EVH110-20/265	200	197	0	1	2	83	110	4	200	0	0	80	120	
03001_00004	102020 p3	H1	244	27	EVH110-20/265	200	198	0	2	0	52	115	1	197	0	3	80	117	
03001_00005	102020 p3	H1	243	27	EVH110-20/265	199	199	1	0	0	87	110	1	198	0	1	85	113	
03001_00006	102020 p3	H1	333	27	EVH110-20/265	199	198	0	1	0	78	120	0	197	0	2	79	118	
03001_00007	102020 p3	H1	292	27	EVH110-20/265	199	196	0	2	1	84	112	0	197	0	2	83	114	
03001_00008	102020 p3	H1	219	27	EVH110-20/219	200	200	0	0	0	11	189	0	200	0	0	11	189	
03001_00009	102020 p3	H1	309	27	EVH110-20/219	200	199	0	0	1	84	112	3	197	2	0	3	81	114
03001_00010	102020 p3	H1	236	27	EVH110-20/219	199	196	1	1	2	62	127	6	199	1	0	66	132	
03001_00011	102020 p3	H1	279	27	EVH110-20/219	200	199	2	0	1	49	147	1	196	0	4	49	147	
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Lutz goes on to say:

The tally sheets and the reconciliation spreadsheet should be published immediately.

The report of the hand count provides very little detail. But assuming the aggregate sum of the hand count is as stated, we learn of no evidence that the voting machines nor the election management system was hacked. The report does not establish any indication of electronic intrusion or electronic hacking to modify the tabulation, but even if such an intrusion were documented, it is doubtful that such an intrusion would alter the paper ballots. This is an expected benefit of a substantive hand count of paper ballots. Even if concerns remain from an election quality and procedural compliance standpoint, including the complex topic of eligibility, these issues can't change the outcome of the tabulation itself as documented by the paper ballot record.

Can you please address his assessment? Can you explain why these sheets do or do not matter in your opinion?

Because I am a reporter working on deadline, I need your response within the next 24 hours. I appreciate your attention to this. I can be reached at 602-316-8395.

Sincerely,

Robert Anglen
Consumer investigations

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PART OF THE USA TODAY NETWORK



azcentral.com

From: Anglen, Robert
Sent: Thursday, September 30, 2021 10:24 AM
To: [Redacted]
Cc: Tulumello, Kathy [Redacted]
Subject: Interview request/ analysis calls hand count 'fiction'
Importance: High

Mr. Logan:

Following up on my phone call last night, I wanted to provide you copies of a report by election data analysts Larry Moore, Benny White and Tim Halvorsen. They have conducted an analysis based on data in the Senate's audit report that they say calls into question the hand count of Maricopa County ballots conducted by Cyber Ninjas.

The report says it found a nearly 16K discrepancy in one pallet between the hand count and the machine count of ballots. They use the word "fiction" to describe your work.

I want to make sure you have every chance to review and comment on this report. I can be reached today at [Redacted] do need to hear back from you today.

I appreciate your help.

Sincerely,
Robert Anglen
AFRICAN OVERSIGHT

AZ-SEN-21-0466, 21-0473, 21-0477, 21-0480, 21-0481-M,
21-0472, 21-0476-N, 21-0465, 21-0468, 21-0469-O, 21-0640-Q-000280

Consumer investigations

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03001_00014	102020 p3	H1	210	27	EVH1/10-20/219	199	199	0	0	0	49	150	0	198	0	0	1	48	150

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From: Carolina Lumetta [REDACTED]
Sent: 10/5/2021 6:23:40 PM
To: Douglas Logan [REDACTED]
Subject: Re: Scheduling WORLD Interview

Hi Doug,

I forwarded your points to my editors and they decided that they would not fit with the article as a representation of the arguments of each side. Although we want to present a complete picture and your points further address the ongoing refutations of the Maricopa officials, WORLD is not the debate decider between the audit team and the county. We did amend a sentence about the 23,000 ballots to more accurately reflect the data your team pulled. Thank you for taking the time to answer these points so thoroughly.

Sincerely,
Carolina Lumetta

On Fri, Oct 1, 2021 at 4:40 PM Douglas Logan [REDACTED] wrote:

Carolina,

If you're interested in getting a bit more facts into your article, I've got a response to a few things stated to make things a bit more clear. Hopefully it helps you understand the situation a bit better.

"Officials with the county, though, [said](#) the claim of deleted data was false and that they had simply archived excess data in storage files that were not subpoenaed."

When they say "archived" that means they're admitting they deleted files, but they also have a backup copy that is not on the computer. The implication is that it was a normal process at the end of an election. Before we claimed any deletion of files, we also reviewed prior year elections. There was no "archiving" of past elections for any prior year. All the files were still in tact and on the file system. As a result this was not a normal process that we were just ignorant of their procedures; as they try to portray. They did something different with the 2020 election and deleted artifacts.

Furthermore, as shown during the hearing the files deleted included ballot images, result files, logs, and SQL Database Files among other things. These were specifically mentioned in the subpoena, as can be seen in the attached copy of the original subpoena. If you review #4, #17 and #18 you will see what I'm talking about. If they "archived" these files then these files should have also been supplied since the subpoena explicitly covered them. What they're saying via Twitter is absolutely not accurate.

"Regarding the 23,000 ballots, the Board of Supervisors disputed the number on the basis that the auditors used a private population database rather than official county numbers. The county [tweeted](#) rebuttals that attributed the mail-in votes to legal address differences for military voters, college students, and "snowbirds"—people temporarily residing in a different state for the winter."

To generate the list of 23,344 individuals who voted via mail-in address, but had moved prior to October 5th, we took the official list of who voted, called the VM55 file; and we cross-referenced it with a commercial database called Melissa. As input to Melissa we included both the original name and address from the voter file and got input back from Melissa as to whether the individual still lived at that location, and when this had changed. For people who showed as moved, we then ran a general query on the address from the VM55 file to see if anyone new showed up at the given address after the move date. If any name that came back with that query had the same last name as the registered voter, we dropped the name from our results; assuming the individual was a relative and therefore could theoretically hand a mail-in ballot to their relative it came for. By law mail-in ballots are not allowed to be forwarded via mail, as a result these ballots could NOT have been forwarded to another location.

Melissa gets its move data from the US Postal Service's National Change of Address (NCOA) service. This data only gets populated when you go to your postal service and fill out a change of address form and request that your mail be forwarded to a new location (Remember, that ballots can NOT be forwarded).

With the above explanation I think you can see why the 23,344 can't be Arizona's military voters. AMERICAN OVERSIGHT

AZ-SEN-21-0466, 21-0473, 21-0477, 21-0480, 21-0481, 21-0472, 21-0476-N, 21-0465, 21-0468, 21-0469-O, 21-0640-Q-000285

votes. In all situations except rare circumstances college students would have someone still at the address with the same last name. Likewise, snow birds would still have their name on the location. Most likely this would also be true with military; but there is one circumstance where this might not be true. If the military was overseas they might qualify for UOCAVA and could have voted via "mail-in" utilizing the UOCAVA process. That could of allowed them to vote without receiving the physical ballot sent to their house. This is not something we'd thought about prior, but I ran a query on the 23,344 people flagged by that finding, and this could potentially explain 1,344 of the 23,344.

"The audit team said it removed from its tally voters who appeared to be college students but that it could not account for the remaining thousands"

What I believe I explained is the last name bit I covered above. This would account for college students as well as a lot of other scenarios where someone would be able to get their ballot because family owned the house.

Thank-you for taking the time to review this. I'm hopeful that this might make it into your article.

If there is anyway you can update that awful picture as well it would be greatly appreciated.

Thanks,

Doug Logan

From: Carolina Lumetta [REDACTED]
Sent: Friday, October 1, 2021 12:58 PM
To: Douglas Logan [REDACTED]
Subject: Re: Scheduling WORLD Interview

Hello Mr. Logan,

Here is the WORLD article about the audit: <https://wng.org/roundups/the-arizona-audit-fallout-1633038107>

Thank you again for speaking with me.

Sincerely,

Carolina Lumetta

Digital Reporter | [WORLD](#)

On Tue, Sep 28, 2021 at 10:09 PM Carolina Lumetta [REDACTED] wrote:

Sounds great. Here's the Zoom link:

Carolina Lumetta is inviting you to a scheduled Zoom meeting.

Topic: WORLD Interview
Time: Sep 29, 2021 11:00 AM Eastern Time (US and Canada)

AMERICAN
OVERSIGHT

AZ-SEN-21-0466, 21-0473, 21-0477, 21-0480, 21-0481-M,
21-0472, 21-0476-N, 21-0465, 21-0468, 21-0469-O, 21-0640-Q-000286

Join Zoom Meeting

<https://zoom.us/j/94749096083?pwd=TCs1Qk02RnArO3lMeDRvO1lLYUNKUT09>

Meeting ID: 947 4909 6083

Passcode: Yz6Biy

On Tue, Sep 28, 2021 at 7:50 PM Douglas [REDACTED] wrote:

Caroline,

I can make tomorrow at 11am work.

Thanks,

Doug Logan

From: Carolina Lumetta [REDACTED]
Sent: Tuesday, September 28, 2021 1:12 PM
To: Douglas Logan [REDACTED]
Cc: [REDACTED]
Subject: Scheduling WORLD Interview

Hello Mr. Logan,

Thank you for your interest in speaking to me about the election audit. I understand it's been a crazy few months for you, and I appreciate your willingness to tell us your story. My deadline for the article is no later than Thursday morning, which unfortunately doesn't give extensive scheduling time. My schedule is very flexible, though, so I can accommodate whatever time works for you. How does tomorrow around 11am EST/8amMST work? As soon as we narrow down a time, I'll send a Zoom link along.

Thank you again, and I look forward to connecting.

Sincerely,

Carolina Lumetta

From: Douglas Logan [REDACTED]
Sent: 10/6/2021 2:54:41 PM
To: Anglen, Robert [REDACTED]
Cc: [REDACTED]
Subject: RE: Interview request/

Attachments: [image001.jpg](#), [image002.jpg](#), [image003.jpg](#)

Robert,

I do believe that Randy Pullen talked with you last week and explained that the sheets in his machine count were pulled before our work was complete. As a result an analysis of those is mostly meaningless. As we publicly relayed at the time the work was being done, we were working on Quality Control when we moved into the green building. That was making sure that every single batch was properly allocated to the right pallet, and the right batch, that there were no double-entries, and that batch numbers were entered properly. With the massive amount of data, this was a particularly challenging and time-consuming task. We not only had to do with the occasional typo from our team; but in some cases the batch number on the manifest, and/or the batch number on the box, and/or the batch number on the batch sheet did not match. When they didn't match we had to be sure we consistently handled it in the same way so that as much as possible so that everything could hopefully match up with the County's data, even when the County's data didn't agree with itself. With a decent percentage of the boxes having batch sheets on the side of the box, rather than separating the batches; and some boxes without any batch separators at all, it would literally be impossible for us to match up our data at the batch level to everything since the batches were not clearly marked. We had to assume the batches were in a certain order that matched the label; then again, not every batch was on the label.

Ray's response in general seems more objective than the last report you sent over; but its still has quite a few assumptions and misunderstandings that make quite a bit of it inaccurate. There is also a clear bias for saying things in a negative way whenever possible.

Your first point is a great example. There is a 263 discrepancy among the two ballot totals between the Presidential race and the Senate race. We identified it, highlighted it and footnoted it to explain it. This amounts to 1/100th of a percent of the total ballots counted; and yet its some huge embarrassment? I think the fact we recorded it as-is instead of just trying to cover it up shows our integrity. There is no perfect handling of 2.1 million ballots, especially with over 1,500 people involved and many of them volunteers. A certain number of clerical errors is expected. The fact the count is different between the Senate and Presidential races is not surprising when you consider we applied the "2 out of 3 counts need to agree, and the 3rd needs to be within 1 per 50 ballots" per race instead of per tally sheet. This meant that often when things had to be retallied because it was out of those thresholds it was a single race that was counted.

Prior criticism that came in, I believe it was from Bennie Smith; stated that hand counting was extremely inaccurate and was routinely off by 2% of the total ballot counts. They utilized it to try and discredit us while we were conducting the work. Our accuracy to the official results actually proves that our hand counting method is extremely accurate and blows those numbers away. I have no doubt that's part of the reason why these "experts" are having a hard time believing they were legitimate. However, its also worth noting that none of these reports were put together by anyone who ever hand counted anything close to 2.1 million ballots, nor conducted an audit anywhere close to the scope of what we did. As a result are they truly the right experts to critique a discrepancy of 1/100th of a percentage point?

I don't disagree with Lutz's comments that the Tally Sheets should be made publicly available; but that is a decision for the Senate to make not us. In totally there was almost 2 petabytes of data collected over the course of this audit. We're still working with the Senate on what of this data they would like to have available and how to get that data to them. The tally sheets is probably the most manageable section of that, representing only 200 GB of data; and will probably be the first section to be sent into their care.

Thanks,
Doug Logan

From: Anglen, Robert [REDACTED]
Sent: Tuesday, October 5, 2021 7:48 PM
To: Douglas Logan [REDACTED]
Cc: [REDACTED]
Subject: FW: Interview request/
Importance: High

Doug Logan/ Rod Thomson:

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Machine Ballot Count - Canvass					(121)

As always, I want to make sure you have every chance to review and comment on this issue and other issues Lutz raises before we publish a story about his findings. Is there an explanation for the different totals of ballots counted in the two races? Should that call into question other information raised in your Sept. 24 report to the Senate? Is Lutz wrong to focus on this?

In another section of the report, Lutz seizes on the lack of data offered by the Cyber Ninjas in regard to tally sheets, which he describes as key to any audit:

What We Expected and Did Not Find

This audit was touted as a "forensic" audit, apparently meaning it is in-depth and considers all evidence including physically collected evidence. Merriam-Webster defines "Forensic" as relating to or dealing with the application of scientific knowledge to legal problems.

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For example, we have a spreadsheet of all the totals of all batches which was derived from the CVR file, and their corresponding pallet and box. The following snippet shows two boxes, each containing 7 batches of about 200 ballots each. It provides the vote counts for each candidate and each batch. These totals should be comparable to the totals from the hand tally. But neither the hand tally sheets nor master spreadsheet were provided and therefore we cannot perform the comparison.

batchid	Blue Sheet	scanner	EV batch	Pallet	Box #	President				Senate				McSally		Kelly			
						ballots	writes	ov	uv	writes	ov	uv	writes	ov	uv	writes	ov		
03001_00001	102020 p3	H1	265	27	EVH1/10-20/265	199	195	0	2	2	79	114	2	197	0	0	2	82	115
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03001_00003	102020 p3	H1	305	27	EVH1/10-20/265	200	197	0	1	2	83	110	4	200	0	0	0	80	120
03001_00004	102020 p3	H1	244	27	EVH1/10-20/265	200	198	0	2	0	82	115	1	197	0	0	3	80	117
03001_00005	102020 p3	H1	243	27	EVH1/10-20/265	199	199	1	0	0	87	110	1	198	0	0	1	85	113
03001_00006	102020 p3	H1	333	27	EVH1/10-20/265	199	198	0	1	0	78	120	0	197	0	0	2	79	118
03001_00007	102020 p3	H1	292	27	EVH1/10-20/265	199	196	0	2	1	84	112	0	197	0	0	2	83	114
03001_00008	102020 p3	H1	219	27	EVH1/10-20/219	200	200	0	0	0	11	188	0	200	0	0	0	11	189
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03001_00014	102020 p3	H1	210	27	EVH1/10-20/219	199	199	0	0	0	49	150	0	198	0	0	1	48	150

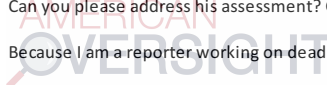
Lutz goes on to say:

The tally sheets and the reconciliation spreadsheet should be published immediately.

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Can you please address his assessment? Can you explain why these sheets do or do not matter in your opinion?

Because I am a reporter working on deadline, I need your response within the next 24 hours. az-sen-21-0466-21-0473-21-0477-21-0480-21-0481-M, 21-0472, 21-0476-N, 21-0465, 21-0468, 21-0469-O, 21-0640-Q-000289



Sincerely,

Robert Anglen
Consumer investigations

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azcentral.com

From: Anglen, Robert
Sent: Thursday, September 30, 2021 10:24 AM
To: [REDACTED]
Cc: Tulumello, Kathy [REDACTED]
Subject: Interview request/ analysis calls hand count 'fiction'
Importance: High

Mr. Logan:

Following up on my phone call last night, I wanted to provide you copies of a report by election data analysts Larry Moore, Benny White and Tim Halvorsen. They have conducted an analysis based on data in the Senate's audit report that they say calls into question the hand count of Maricopa County ballots conducted by Cyber Ninjas.

The report says it found a nearly 16K discrepancy in one pallet between the hand count and the machine count of ballots. They use the word "fiction" to describe your work.

I want to make sure you have every chance to review and comment on this report. I can be reached today at [REDACTED] I do need to hear back from you today.

I appreciate your help.

Sincerely,

Robert Anglen
Consumer investigations

azcentral | The Arizona Republic
PART OF THE USA TODAY NETWORK



azcentral.com

It is interesting to note the somewhat embarrassing reality that the audit did not have the same number of ballots between the two contests being reviewed, the Presidential contest and the Senate contest, losing about 263 ballots in the Senate contest. This does not inspire a great deal of confidence in the hand count, because those ballots were counted at the same time and should have been exactly the same number. It does however speak to the beneficial transparency of the reported result that exposes an internally recorded discrepancy.

Presidential Contest					
	Trump	Biden	Jorgenson	Write In / Over / Under	Total
Audit	995,404	1,040,873	31,501	20,791	2,088,569
County Canvass	995,665	1,040,774	31,705	21,419	2,089,563
Audit - Canvass	(261)	99	(204)	(628)	(994)
Senate Contest					
	McSally	Kelly		Write In / Over / Under	Total
Audit	983,662	1,064,336		40,398	2,088,306
County Canvass		1,064,396		40964	2,089,563
Audit - Canvass	(541)	(60)		(566)	(1,167)
Machine Paper Ballot Count (Pullen Report)					2,089,442
Machine Ballot Count - Canvass					(121)

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From: Gene Kern <gkern@waketsi.com>
Sent: 10/22/2021 6:55:37 AM
To: Carrie Sharp <clsharp13@yahoo.com>
Cc: Alan Gleghorn <alan@stsaz.com>; Douglas Logan <dlogan@cyberninjas.com>; Chris Witt <cwitt@waketsi.com>;
Subject: Re: Contractor Payment for AZ Audit

Carrie

WAKE TSI was informed on May 20th that we would not be returning to the Coliseum and on May 22nd went back to Arizona to remove stuff that Cyber Ninjas did not plan to use moving forward and to complete the return of the ballots to the Coliseum. Anything that occurred after may 22nd was either Cyber Ninja or StratTech run.

While some of the WAKE TSI subcontractors remained and worked either for STS or CN, no one from WAKE TSI was contracted there after 5/22. If someone told you that you were working for WAKE TSI after that date they were lying to you.

On Oct 22, 2021, at 5:05 AM, Carrie Sharp <clsharp13@yahoo.com> wrote:

Again, I have used "employment" interchangeable with "contractor" or "subcontractor" as it pertains to my individual situation with your company.

[Sent from Yahoo Mail for iPhone](#)

On Friday, October 22, 2021, 1:53 AM, Carrie Sharp <clsharp13@yahoo.com> wrote:

To reiterate my situation - I was not provided with a written contract but rather a verbal contract by Tanna of your company. My background check was cleared by Wake and shared with your company per Tanna or I wouldn't have been able to ever hit the floor. Unless, of course, you allowed people to work the audit without checking their background which would, of course, be disturbing.

The phone call from the HR person who immediately called me from Pennsylvania upon accepting your company's verbal offer of employment also confirmed my verbal employment agreement with your company (call logs previously provided to you). Not sure how you run your company but what I've personally encountered to this point has been far from competent or honest. I find it frustrating that I've been back and forth between Cyber Ninja's, Wake & your company and so far Wake & Cyber Ninja's are telling me it is your responsibility for payment. Now you're giving me more runaround and bullcrap excuses that make no sense.

This is absolutely unacceptable! I'm sure the media and taxpayers of Arizona would like to be informed of your fraudulent business practices. I dropped everything and busted my butt to get to the coliseum within 2 hours after being subcontracted with your company based upon a verbal contact. Again, a verbal contract is enforceable in Arizona. For your information, I was contacted by a friend of mine who was contacted by Andrea, an acquaintance of his who also contacted me - both of which can confirm, under sworn testimony, my offer of employment to work the audit as known to them, which collaborates my statements.

Also, I find it suspect, as most would, that Wake allegedly pulled out of the audit on May 14th according to AZ senate and Audit records yet I was hired by Wake on May 18th with instructions to report that following Monday, May 24th (copy of email attached). I don't understand how the timeline worked especially since when I did show up to work the audit, a couple of hours after my verbal employment agreement with your company on May 26th and the training, management & most other paid contractors were all Wake employees. Obviously they didn't pull out which begs the question why the Arizona senate and news media reported it was your company, not Wake, that was hand counting the ballots. For the record, I did not see one of your employees counting ballots. In fact, your employees were the least professional and did nothing but create chaos and problematic situations - current situation case in point.

Nothing adds up and as a taxpayer in the state of Arizona, I find this entire situation questionable at best as I'm sure most would.

I reiterate my demand for payment. This will be my last communication on this before commencing legal action against you if not paid within 48 hours or an agreed upon time schedule. I have done everything required of me and fulfilled my verbal contract with your company.

AZ-SEN-21-0466, 21-0473, 21-0477, 21-0480, 21-0481-M,
21-0472, 21-0476-N, 21-0465, 21-0468, 21-0469-O, 21-0640-Q-000294

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Carrie Sharp
480-381-5520

<IMG_2723.PNG>

[Sent from Yahoo Mail for iPhone](#)

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Sincerely, Alan

R. Alan Gleghorn
President
O-480.771.3601
M-217.649.3478

<image001.png>

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AZ SEN 21-0466, 21-0473, 21-0477, 21-0480, 21-0481-M, 21-0472, 21-0476-N, 21-0465, 21-0468, 21-0469-O, 21-0640-Q-000295

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President
O- 480.771.3601
M- 217.649.3478

<image001.png>

<image001.png>

<image001.png><IMG_2723.PNG>

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To: Carrie Sharp [REDACTED]
Cc: Alan Gleghorn [REDACTED]; Douglas Logan [REDACTED]; Chris Witt [REDACTED]
Subject: Re: Contractor Payment for AZ Audit

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<IMG_2723.PNG>

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[REDACTED]

<image001.png>

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AMERICAN OVERSIGHT

AZ-SEN-21-0466, 21-0473, 21-0477, 21-0480, 21-0481-M, 21-0472, 21-0476-N, 21-0465, 21-0468, 21-0469-O, 21-0640-Q-000298

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President



<image001.png>

<image001.png>

<image001.png><IMG_2723.PNG>

From: Alan Gleghorn [REDACTED]
Sent: 10/25/2021 11:04:08 AM
To: Carrie Sharp [REDACTED]
Cc: Tanna Farnsworth [REDACTED]; Douglas Logan [REDACTED] Gene Kern [REDACTED]
Carol Ayotte [REDACTED]
Subject: Fwd: Payment from Audit

Attachments: [image001.png](#)

Carrie, I apologize if I haven't been more clear. Both Wake Technologies (Gene Kern) and Cyber Ninjas (Doug Logan) have no responsibility to pay you for the work that you did for the Audit. See my email below sent on October 22, I just need these things addressed and answered to consider you for payment as a sub-contractor for StratTech Solutions. There is no "working out" who is going to pay you, it would be StratTech if we do decide that you indeed earned the pay you speak of. I'm asking you for the dates and times you worked. I'm also asking for the table color and pod manager that you worked for. I would also request that you not continue to make disparaging remarks of the people that worked very hard on the audit. I am trying to help you, that is not the way that I conduct myself nor do I like to see it from others.

Sincerely, Alan

R. Alan Gleghorn
President
[REDACTED]



Begin forwarded message:

From: R Alan Gleghorn [REDACTED]
Subject: Re: Payment from Audit
Date: October 22, 2021 at 7:04:50 AM MST
To: [REDACTED]
Cc: Tanna Farnsworth [REDACTED], Chris Moore <cmoore@stsaz.com>, Doug Logan [REDACTED]

Carrie,

I understand you have been emailing a lot of folks. I also now understand you have nothing in writing regarding your contractor status with us. As I told you I would look at it further if you produced anything in writing, which apparently you don't have, however since you are escalating this, could you please provide me in writing the days and hours you are saying you worked and what you are asking for in payment. I also understand from your emails you are asking for Manager pay. When you provide your numbers please indicate the color and table you managed and who your pod manager was on site. With this information I would be willing to continue to look at this. You are mentioning legal action in your emails so this is the type of information you would need to produce anyway.

Sincerely, Alan

R. Alan Gleghorn
President
[REDACTED]



On Oct 15, 2021, at 3:32 PM, Alan Gleghorn [REDACTED] > wrote:

Carrie, Good Afternoon, I understand you have been inquiring to our office regarding your pay at the audit. I understand that you might have had a sub-contract with Wake Technologies. Our records show no indication you were ever sub-contracted with StratTech. We do not show a completed background check for you in our records. If we have overlooked something please provide us a copy of your sub-contractor agreement with StratTech, this would allow us to look further into this. However, as far as we are concerned you never were contracted with us, therefore you would have to look to Wake or someone that you were contracted with for possible payment. We have closed all of our files relative to their people we were sub-contracted with

AMERICAN
OVERSIGHT

AZ-SEN-21-0466, 21-0473, 21-0477, 21-0480, 21-0481-M,
21-0472, 21-0476-N, 21-0465, 21-0468, 21-0469-O, 21-0640-Q-000300

and they were all paid.

Sincerely, Alan

R. Alan Gleghorn
President



<image001.png>



From: Carrie Sharp [REDACTED]
Sent: 10/25/2021 12:08:54 AM
To: Gene Kern [REDACTED]
Cc: Douglas Logan [REDACTED]; Alan Gleghorn [REDACTED];
Subject: Re: Contractor Payment for AZ Audit

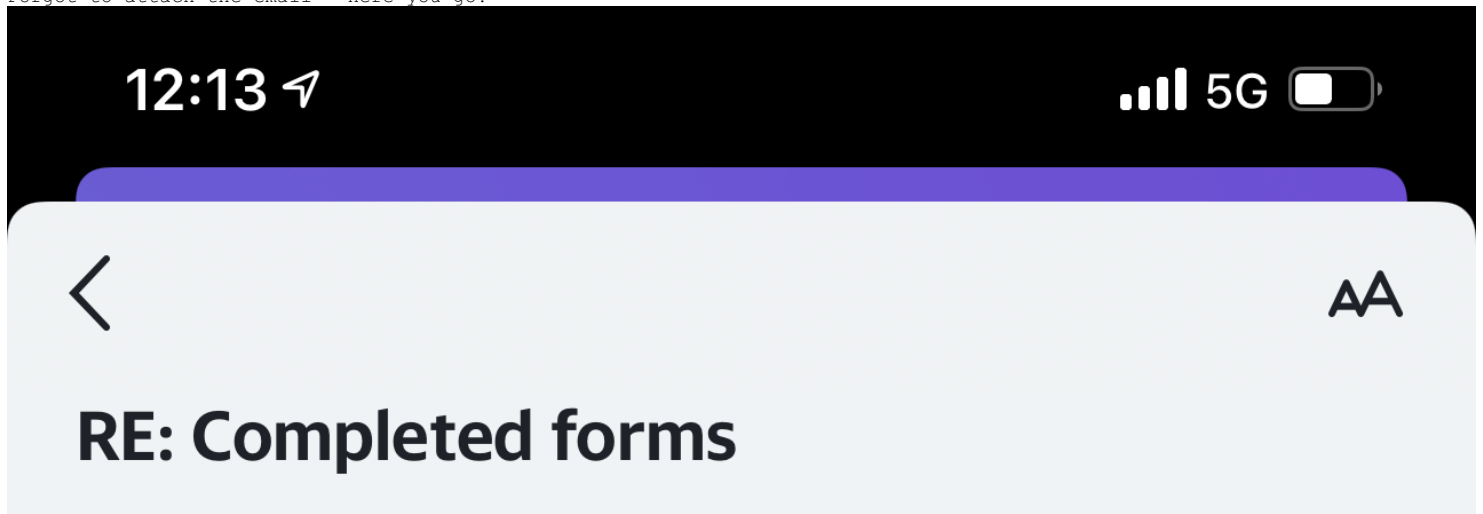
Attachments: [IMG_2626.PNG](#), [IMG_2723.PNG](#)

Which also begs the question that if Wake's employment was completed for the Arizona audit on May 14th as you stated, why did I receive an email on May 18th from Wake hiring me for the audit? Much less all the Wake employees on site during my time there? None of this adds up and I really could care less about anything other than getting paid! Which my pay isn't that much money, or shouldn't be rather, for a company to pay for services rendered so I fail to see why I can't simply get paid from someone and you guys work it out amongst yourself?

[Sent from Yahoo Mail for iPhone](#)

On Sunday, October 24, 2021, 8:54 PM, Carrie Sharp <clsharp13@yahoo.com> wrote:

Forgot to attach the email - here you go!



Pam Kleshick

To [Carrie Sharp & 2 more](#)

May 18 at 6:21 PM



Hi! The background check has been completed and we are all set for you to join us on Monday, May 24th! We are finalizing the agreements and will get that to you shortly. Please let me know if you have any questions in the meantime. Pam 😊

Pam Kleshick
VP, Service Delivery



AZ-SEN-21-0466, 21-0473, 21-0477, 21-0480, 21-0481-M,
21-0472, 21-0476-N, 21-0465, 21-0468, 21-0469-O, 21-0640-Q-000303

WAKE Technology Services Inc.

Office [REDACTED]

Cell [REDACTED]



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On Sunday, October 24, 2021, 8:52 PM, Carrie Sharp [REDACTED] wrote:

Sorry forgot to address the paperwork - no Wake did not provide me any paperwork because as the email states dated May 18th from Pam at Wake (copy attached for your convenience) said my background check cleared and I was all set to start May 24th & she would provide the paperwork shortly. I never received the paperwork but did receive email shortly thereafter saying Wake was pulling out. Therefore, I was surprised to see a Wake employee giving the classroom instruction with Wake instructional materials. AZ-SEN-21-0466-21-0473-21-0477-21-0480-21-0481-M. It

21-0472, 21-0476-N, 21-0465, 21-0468, 21-0469-O, 21-0640-Q-000304

AMERICAN OVERSIGHT

wasn't really my business or concern at the time but now that payment is at issue it appears to be of relevance.

Look, I am not a mean spirited person and although I work for a law firm and my boyfriend is also a lawyer, I don't go around suing people or companies but this situation isn't right by any standard. I went in very quickly with a 2 hour notice Bc you people were hurting for workers. I did a favor for everyone and now I'm the one screwed! No one will step up to the plate and accept responsibility but rather, point the finger at the other company, needlessly running me around just trying to get paid as promised, unfortunately, that leaves no alternative but to commence legal action but this is absolutely ridiculous! And as a reminder, I had several emails with Wake wherein we were told to be patient with pay and once that whole "be patient" thing was worn thin then I was directed to StratTech who appears to be a tiny company with payroll issues. Absolutely ridiculous and certainly not right on any level!

[Sent from Yahoo Mail for iPhone](#)

On Sunday, October 24, 2021, 8:28 PM, Carrie Sharp [REDACTED] wrote:

Well your employees were certainly onsite - a gray haired man from Wake did my classroom instruction, Jack from Wake did my hands-on training as table mgr as I watched him for a round or two then I spun while he put ballots up then I put ballots & he spun then I did both while he watched and gave instruction if needed. Jack was a very nice man and an awesome trainer. My color was yellow and so was his. I thoroughly enjoyed working with him. Diane (tall thin-type lady) was my pod manager. Diane was not near as nice as Jack and was extremely high-stressed, childish in nature and offered no help whatsoever. I didn't find her enjoyable to be around and fail to see how she obtained her position with her lack of knowledge and people skills. There was also a tall black man who was also a table mgr (I believe for Blue table) whose name I dont remember right now but I worked with him very briefly as a table mgr. He was an extremely nice man who was very knowledgeable and informative. I enjoyed working with him. There were several other Wake employees but I don't really remember their names but some were table managers and others had various other positions. The Wake employees I had direct contact with and remembered are the ones listed.

[Sent from Yahoo Mail for iPhone](#)

On Saturday, October 23, 2021, 8:57 AM, Gene Kern [REDACTED] wrote:

WAKE was not onsite after 5/14 except on 5/22 to pick up our gear. We were not renewed for the second part of the count. When you started working did they give you any paperwork from WAKE?

Sent from my iPhone. Please excuse poorly corrected spellings.

On Oct 23, 2021, at 09:19, Carrie Sharp [REDACTED] wrote:

Now that I really think about it, her name ended with a "shawna" so maybe Roxshawna, Rikshawna, something along those lines. Hope this helps answer your question a bit more.

[Sent from Yahoo Mail for iPhone](#)

On Saturday, October 23, 2021, 6:15 AM, Carrie Sharp <clsharp13@yahoo.com> wrote:

It was a woman whose name was Roxanne or something similar I believe. She was very friendly, upbeat and nice. She confirmed my rate of pay, asked if I had any questions and gave a little bit more info on the training class I was attending that day. Below is a copy of my call log evidencing the incoming call.

05/26/2021	09:05AM	[REDACTED]	Phoenix, AZ	SDDV	3	0.00
05/26/2021	09:15AM	[REDACTED]	Phoenix, AZ	SDDV	5	0.00
05/26/2021	09:26AM	[REDACTED]	Incoming, CL	SDDV	5	0.00
05/26/2021	09:30AM	[REDACTED]	Phoenix, AZ	SDDV	1	0.00
05/26/2021	09:47AM	[REDACTED]	Phoenix, AZ	SDDV	4	0.00
05/26/2021	09:56AM	[REDACTED]	Incoming, CL	SDDV	6	0.00

Not sure if your company reflects one main number on all outgoing calls or if it allows for someone's individual numbers to show. As you can see, the incoming call phone number was [REDACTED]

[Sent from Yahoo Mail for iPhone](#)

On Friday, October 22, 2021, 3:56 AM, Gene Kern [REDACTED] wrote:

Can you share with me who the HR person was that called you from PA?

On Oct 22, 2021, at 4:53 AM, Carrie Sharp [REDACTED] > wrote:

To reiterate my situation - I was not provided with a written contract but rather a verbal contract by Tanna of your company. My background check was cleared by Wake and shared with your company per Tanna or I wouldn't have been able to ever hit the floor. Unless, of course, you allowed people to work the audit without checking their background which would, of course, be disturbing.

The phone call from the HR person who immediately called me from Pennsylvania upon accepting your company's verbal offer of employment also confirmed my verbal employment agreement with your company (call logs previously provided to you). Not sure how you run your company but what I've personally encountered to this point has been far from competent or honest. I find it frustrating to see the background checks of both the Cyber Ninja's, Wake & your company and so far Wake & Cyber Ninja's are telling
AZ-SEN-21-0466-21-0473, 21-0477, 21-0480, 21-0481-M, 21-0472, 21-0476-N, 21-0465, 21-0468, 21-0469-O, 21-0640-Q-000305

me it is your responsibility for payment. Now you're giving me more runaround and bullcrap excuses that make no sense.

This is absolutely unacceptable! I'm sure the media and taxpayers of Arizona would like to be informed of your fraudulent business practices. I dropped everything and busted my butt to get to the coliseum within 2 hours after being subcontracted with your company based upon a verbal contract. Again, a verbal contract is enforceable in Arizona. For your information, I was contacted by a friend of mine who was contacted by Andrea, an acquaintance of his who also contacted me - both of which can confirm, under sworn testimony, my offer of employment to work the audit as known to them, which corroborates my statements.

Also, I find it suspect, as most would, that Wake allegedly pulled out of the audit on May 14th according to AZ senate and Audit records yet I was hired by Wake on May 18th with instructions to report that following Monday, May 24th (copy of email attached). I don't understand how the timeline worked especially since when I did show up to work the audit, a couple of hours after my verbal employment agreement with your company on May 26th and the training, management & most other paid contractors were all Wake employees. Obviously they didn't pull out which begs the question why the Arizona senate and news media reported it was your company, not Wake, that was hand counting the ballots. For the record, I did not see one of your employees counting ballots. In fact, your employees were the least professional and did nothing but create chaos and problematic situations - current situation case in point.

Nothing adds up and as a taxpayer in the state of Arizona, I find this entire situation questionable at best as I'm sure most would.

I reiterate my demand for payment. This will be my last communication on this before commencing legal action against you if not paid within 48 hours or an agreed upon time schedule. I have done everything required of me and fulfilled my verbal contract with your company.

I feel a jury or a Judge would not hesitate to render verdict in my favor as well as award my attorneys fees, court costs and punitive damages. I also feel the taxpayers of the state of Arizona as well as the news media and the Arizona senate would find this entire situation interesting, if not fraudulent as well.

Carrie Sharp
[REDACTED]
[REDACTED]

[Sent from Yahoo Mail for iPhone](#)

On Friday, October 15, 2021, 6:23 PM, Alan Gleghorn [REDACTED] > wrote:

Carrie, thanks for getting back to us. Being hired implies employment, StratTech employed no one at the audit only sub-contracted. In order to have been a sub-contractor relationship with us, it takes more than talk, we talked to literally a couple of thousand people down there. However, we only contracted with 500 or so. Like I said please share with me a copy of your contract with us for me to consider this further. Also, you would have had to submit to a background check with us, we show no record of this happening. To reiterate everyone we had an obligation to pay had a contract, background check, and a signed W-9 form. We show no evidence of any of these three items. Please let me know if you have copies of them.

Sincerely, Alan

R. Alan Gleghorn
President
[REDACTED]

<image001.png>

On Oct 15, 2021, at 5:26 PM, Carrie Sharp <[REDACTED]> wrote:

Hi Alan - I was hired by Wake and then StratTech. The person I spoke with at StratTech concerning my employment was Tanna and then someone from another state, Roxanne, I believe contacted me as well. Tanna knows what we spoke about. I was asked to report to the coliseum within two hours as you were in immediate need of help. I did that and received my instructional training in a class type environment and then hit the floor where I trained under Jack as a table manager. I was hired by you the same way you hired Paul Harris, whom you hired a day or two before me. Everything was so rushed because you were in an emergent situation. At least that was how it was explained to me.

I only worked for approximately one week.1

To clarify, Tanna is the person who hired me from StratTech. However I was getting emails from Wake requesting my time so I submitted to them and then was told a separate trust account was set up for paying us and everyone's time was under review. Time dragged on and then I finally had a phone call from Scott who said that I need you to contact StratTech since your company actually placed me there. My phone carrier is AT&T and they keep call logs of all calls & texts. I can certainly pull my call logs to prove all this if you like. But again, Tanna knows all this to be true and Roxanne (I believe was her name, an HR person from a state back east I believe) knows as well as they both spoke to me about my employment and the big rush to get me in there. I dropped everything to help you guys out and now months later STILL haven't been paid.

[Sent from Yahoo Mail for iPhone](#)

On Friday, October 15, 2021, 3:33 PM, Alan Gleghorn [REDACTED] wrote:

Carrie, Good Afternoon, I understand you have been inquiring to our office regarding your pay at the audit. I understand that you might have had a sub-contract with Wake Technologies. Our records show no indication you were ever sub-contracted with StratTech. We do not show a completed background check for you in our records. If we have overlooked something please provide us a copy of your sub-contractor agreement with StratTech, this would allow us to look further into this. However, as far as we are concerned you never were contracted with us, therefore you would have to look to Wake or someone that you were contracted with for possible payment. We have closed all of our files relative to the people we were sub-contracted with and they were all paid.

Sincerely, Alan

R. Alan Gleghorn
President
[REDACTED]

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<image001.png>

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05/26/2021	09:05AM	[REDACTED]	Phoenix, AZ	SDDV	3	0.00
05/26/2021	09:15AM	[REDACTED]	Phoenix, AZ	SDDV	5	0.00
05/26/2021	09:26AM	[REDACTED]	Incoming, CL	SDDV	5	0.00
05/26/2021	09:36AM	[REDACTED]	Phoenix, AZ	SDDV	1	0.00
05/26/2021	09:47AM	[REDACTED]	Phoenix, AZ	SDDV	4	0.00
05/26/2021	09:50AM	[REDACTED]	Incoming, CL	SDDV	6	0.00

05/26/2021	09:05AM	[REDACTED]	Phoenix, AZ	SDDV	3	0.00
05/26/2021	09:15AM	[REDACTED]	Phoenix, AZ	SDDV	5	0.00
05/26/2021	09:26AM	[REDACTED]	Incoming, CL	SDDV	5	0.00
05/26/2021	09:36AM	[REDACTED]	Phoenix, AZ	SDDV	1	0.00
05/26/2021	09:47AM	[REDACTED]	Phoenix, AZ	SDDV	4	0.00
05/26/2021	09:56AM	[REDACTED]	Incoming, CL	SDDV	6	0.00

12:13

5G



RE: Completed forms



Pam Kleshick

To Carrie Sharp & 2 more

May 18 at 6:21 PM



Hi! The background check has been completed and we are all set for you to join us on Monday, May 24th! We are finalizing the agreements and will get that to you shortly. Please let me know if you have any questions in the meantime. Pam 😊

Pam Kleshick
VP, Service Delivery
WAKE Technology Services Inc.



Office

Cell



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From: Fifield, Jen [REDACTED]
Sent: 1/5/2022 4:38:20 PM
To: Douglas Logan [REDACTED] Rod Thomson [REDACTED]
Subject: FW: Maricopa County Releases Detailed Report on Senate Inquiry

Attachments: [image001.png](#)

Hi Doug and Rod,

I would like to include your response to this report in my story. Please get back to me when you can and feel free to call me anytime at 480-476-0108.

Thank you,
Jen

Jen Fifield
Phoenix & Maricopa County Reporter
The Arizona Republic



From: Maricopa County Elections Department [REDACTED]
Sent: Wednesday, January 5, 2022 1:33 PM
To: Fifield, Jen [REDACTED]
Subject: Maricopa County Releases Detailed Report on Senate Inquiry



MARICOPA COUNTY

Elections Department



Maricopa County Elections Department
Communications Director



FOR IMMEDIATE RELEASE
Versión en español Abajo

Correcting the Record: Maricopa County Releases Detailed Report on Senate Inquiry

[Download the report](#)

[Watch the presentation](#)

[Read Just the Facts](#)

January 5, 2022 (PHOENIX) – Today, the Maricopa County Elections Department released its report titled, *Correcting the Record: Maricopa County's In-Depth Analysis of the Senate Inquiry*. It's the final word to the Arizona Senate's review of Maricopa County's administration of the November 2020 General Election.

Download the report at [JustTheFacts.Vote](#).

Correcting the Record concluded that nearly every finding by the Senate's contractors included faulty analysis, inaccurate claims, misleading conclusions, and a lack of understanding of federal and state election laws. After an in-depth analysis and review of the reports and presentations by Cyber Ninjas, CyFIR, EchoMail, and the Senate's Audit Liaisons, the Elections Department found:

- 22 were misleading. The claims lead the reader to assume a conclusion that is not supported by the evidence.
- 41 were inaccurate. The claims include flawed or misstated analysis.
- 13 were false. The claims are demonstrably false and can be proven false using materials provided to the Senate.

Election officials from the Elections Department and Office of the Recorder are presenting the detailed findings to the Board of Supervisors and Maricopa County Recorder Stephen Richer today at 1:30 p.m. (Arizona time). Watch it live here: [YouTube.com/MaricopaCountyAZ](#). Presenters include:

- Scott Jarrett, Maricopa County Elections Department Director of In-Person Voting & Tabulation



AZ-SEN-21-0466, 21-0473, 21-0477, 21-0480, 21-0481-M,
21-0472, 21-0476-N, 21-0465, 21-0468, 21-0469-O, 21-0640-Q-000310

- Celia Nabor, Maricopa County Elections Department Assistant Director of Early Voting
- Janine Petty, Maricopa County Recorder's Office Senior Director of Voter Registration
- Nate Young, Maricopa County Recorder's Office Information Technology Director

"This is a critical time for the American family," said **Board of Supervisors Chairman Bill Gates, District 3**. "The people who have spent the last year proclaiming our free and fair elections are rigged are lying or delusional. Unfortunately, the Senate's inquiry made things worse by giving partisan auditors a platform to make damaging false claims based on their inexperience and biases. I'm proud of our team for correcting the record with this comprehensive report; for looking deeply into each claim made by Senate contractors so that voters who choose to learn the truth can; and for a commitment to continued improvement that will make a strong election system even stronger."

Post-election audits build trust and promote election integrity when they have bipartisan oversight and are conducted by experienced, unbiased professionals who use well-defined, proven processes. The Senate's election review and its [thorough report](#), commissioned by the Board of Supervisors and Recorder Richer, details those shortcomings and corrects the record.

"This is a technical report that proves what we have said all along - the Maricopa County November 2020 election was conducted fairly and accurately. What is not covered here, but that we should be talking about, is the human cost of what we have seen over the course of the last year. We should be talking about the effect on election workers who, for the grand offense of doing their job, have found themselves personally attacked, profiled online, told that they should be perp-walked, sent to prison, and much worse," said **Recorder Richer**. "Central to our mission has been to defend the countless men and women who offered their time to make our elections work. This is wrong and dangerous on the most basic level, and we need to promote a future where these ordinary Arizonans aren't attacked when they do their part to make democracy work."

The Maricopa County Elections Department administered the November 2020 General Election with integrity and the results were accurate and reliable. This was proven through statutorily required accuracy tests, court cases, hand counts performed by the political parties, and post-election audits. The Elections Department followed all federal and state election laws.

"No election is perfect, but what our report confirms is the November 2020 General Election in Maricopa County is about as close as you can get," said **Vice Chairman Clint Hickman, District 4**. "A record number of eligible voters participated, their votes were counted as they were cast using proven processes, and both Republicans and Democrats won local and statewide races. If one of your preferred candidates or causes lost in 2020, that's not proof of fraud; that's proof of democracy working."

"I'm so impressed with the diligence and professionalism of our elections staff. We asked them to chase down every claim made by Senate contractors, to see what might be true and what was false or misleading, and they delivered those answers in astounding detail," said **Supervisor Jack Sellers, District 1**. "The facts show the 2020 election was run with integrity and the Senate's 'audit' findings are not to be trusted."

The Senate's review included a series of inaccurate reports and presentations delivered by its contractors on September 24, 2021, which called into question the integrity of Maricopa County employees and the validity of legitimate votes cast by eligible voters. This continuous release of inaccurate information required the County to develop a website to combat misinformation: [JustTheFacts.Vote](#).

"This report reflects the countless hours our election professionals spent correcting the record once again and I am grateful for their efforts and professionalism," said **Supervisor Tom Galvin, District 2**. "The report undoubtedly shows that County staff counted the votes accurately and impartially in a free and fair 2020 General Election and should give voters added confidence that future elections will be conducted with the same professionalism, accuracy and impartiality."

"The Senate's election review was a gigantic waste of time and money all in service of the Big Lie," said **Supervisor Steve Gallardo, District 5**. "We ran free, fair, secure elections in 2020. This report proves it. Again. End of story."

[Read Maricopa County Election Department's analysis of Senate review.](#)

[Watch Maricopa County Elections Department analysis presentation.](#)

[Read Just the Facts.](#)

###

About the Elections Department

Supported by the Board of Supervisors and Recorder's Office, the Elections Department administers city, town, school district, special district, county, state and federal elections in Maricopa County. As the second largest voting jurisdiction in the country, the Elections Department serves more than 2.6 million registered voters. Find out more at [Maricopa.Vote](#).

Aclaración del Informe: Condado Maricopa Publica Informe Detallado sobre la Revisión del Senado

5 de enero, 2022 (PHOENIX) –Hoy, el Departamento de Elecciones del Condado Maricopa publicó su informe titulado *Aclaración del Informe: Análisis Profundo del Condado Maricopa de la Revisión del Senado*. Es la última palabra a la revisión del Senado de Arizona sobre la administración del Condado Maricopa en la Elección General de noviembre del 2020.

Descargue el informe en [SoloLosHechos.Voto](#)

La Aclaración del Informe concluyó que casi todos los hallazgos de los contratistas del Senado incluían análisis incorrectos, afirmaciones inexactas, conclusiones erróneas y una falta de entendimiento de las leyes electorales federales y estatales. Después de un análisis y revisión en profundidad de los informes y presentaciones de Cyber Ninjas, CyFIR, EchoMail y los intermediarios de la Auditoría del Senado, el Departamento de Elecciones encontró:

- 22 fueron erróneas. Las afirmaciones llevan al lector a asumir una conclusión que no está respaldada por la evidencia.
- 41 eran inexactos. Las declaraciones incluyen un análisis erróneo y puntos débiles.
- 13 eran falsas. Las afirmaciones son demostrablemente falsas y pueden ser probadas falsas utilizando materiales proporcionados al Senado.

Funcionarios electorales del Departamento de Elecciones y la Oficina de Registro presentaron los hallazgos detallados a la Junta de Supervisores y al Registrador del Condado Maricopa Stephen Richer hoy a la 1:30 p.m. (hora de Arizona). Véalo en vivo aquí: [YouTube.com/MaricopaCountyAZ](#). Los presentadores: **AZ-SEN-21-0466, 21-0473, 21-0477, 21-0480, 21-0481-M,**

21-0472, 21-0476-N, 21-0465, 21-0468, 21-0469-O, 21-0640-Q-000311

- Scott Jarrett, Director de Votación en Persona y Tabulación del Departamento de Elecciones del Condado Maricopa
- Celia Nabor, Subdirector de Votación Temprana del Departamento de Elecciones del Condado Maricopa
- Janine Petty, Directora Senior del Registro de Votantes de la Oficina de Registro del Condado Maricopa
- Nate Young, Director de Tecnología de la Información de la Oficina de Registro del Condado Maricopa

"Este es un momento crítico para la familia Americana," dijo el **Presidente de la Junta de Supervisores, Bill Gates, Distrito 3**. "Las personas que han pasado el último año proclamando que nuestras elecciones libres y justas están alteradas están mintiendo o delirando. Desafortunadamente, la revisión del Senado empeoró las cosas al dar a los auditores partidistas una plataforma para hacer afirmaciones falsas dañinas basadas en su inexperiencia y prejuicios. Estoy orgulloso de nuestro equipo por aclarar con este informe detallado; por profundizar en cada reclamo hecho por los contratistas del Senado para que los votantes que elijan conocer la verdad puedan; y por un compromiso de mejora continua que hará aún un sistema electoral fuerte aún más fuerte."

Las auditorías posteriores a las elecciones crean confianza y promueven la integridad electoral cuando tienen una supervisión bipartidista y son realizadas por profesionales experimentados e imparciales que utilizan procesos bien definidos y probados. La revisión del Senado a la elección y sus contratistas estuvieron muy por debajo de esos estándares y, en cambio, promovieron la desinformación y la desconfianza. El [informe detallado](#) del Departamento de Elecciones, solicitado por la Junta de Supervisores y el Registrador Richer, detalla esas deficiencias y aclara la información proporcionada.

"Este es un informe técnico que demuestra lo que hemos dicho todo el tiempo - la Elección de Noviembre del 2020 del Condado Maricopa se llevó a cabo de manera justa y precisa. Lo que no se detalla aquí, pero deberíamos estar hablando, es el costo humano de lo que hemos visto en el transcurso del año pasado. Deberíamos estar hablando del efecto en los trabajadores electorales que, por la gran ofensa de hacer su trabajo, han sido atacados personalmente, perfilados en línea, diciéndoles que deberían ser llevados a la cárcel, y muchas cosas peores," dijo el **Registrador Richer**. "El centro de nuestra misión ha sido defender a los innumerables hombres y mujeres que ofrecieron su tiempo para que nuestras elecciones funcionaran. Esto es incorrecto y peligroso en el nivel más básico, y necesitamos promover un futuro en el que estos Arizonenses ordinarios no sean atacados cuando hagan su parte para que la democracia funcione."

El Departamento de Elecciones del Condado Maricopa administró la Elección General de noviembre del 2020 con integridad y los resultados fueron precisos y confiables. Esto se comprobó mediante pruebas de exactitud exigidas por la ley, procesos judiciales, conteos manuales realizados por los partidos políticos y auditorías posteriores a la elección. El Departamento de Elecciones siguió todas las leyes electorales federales y estatales.

"Ninguna elección es perfecta, pero lo que nuestro informe confirma es que la Elección General de noviembre del 2020 en el Condado Maricopa está lo más cerca a lo que se puede llegar," dijo el **Vicepresidente Clint Hickman, Distrito 4**. "Un número récord de votantes elegibles participaron, sus votos se contaron a medida que fueron emitidos utilizando procesos probados, y tanto republicanos como demócratas ganaron las contiendas locales y estatales. Si uno de sus candidatos preferidos o causa perdió en el 2020, eso no es prueba de fraude; eso es prueba de que la democracia funciona."

"Estoy tan impresionado con la diligencia y profesionalidad de nuestro personal electoral. Les pedimos que analizaran cada afirmación hecha por los contratistas del Senado, para ver qué podría ser cierto y qué era falso o incorrecto, y entregaron esas respuestas con asombrosos detalles," dijo el **Supervisor Jack Sellers, Distrito 1**. "Los hechos muestran que la elección del 2020 se llevó a cabo con integridad y los hallazgos de la 'auditoría' del Senado no son de confiar."

La revisión del Senado incluyó una serie de informes inexactos y presentaciones entregadas por sus contratistas el 24 de septiembre del 2021, que pusieron en duda la integridad de los empleados del Condado Maricopa y la validez de los votos legítimos emitidos por los votantes elegibles. Esta publicación continua de información inexacta requirió que el Condado desarrollara un sitio web para combatir la desinformación: [SoloLosHechos.Voto](#).

"Este informe refleja las incontables horas que nuestros profesionales electorales pasaron aclarando el informe una vez más y estoy agradecido por su esfuerzo y profesionalismo," dijo el **Supervisor Tom Galvin, Distrito 2**. "El informe muestra sin duda que el personal del condado contó los votos con precisión e imparcialidad en una Elección General libre y justa en el 2020 y debería dar a los votantes más confianza en que las elecciones futuras se llevarán a cabo con la misma profesionalidad, precisión e imparcialidad."

"La revisión del Senado a la elección fue una gigantesca pérdida de tiempo y dinero al servicio de la Gran Mentira," dijo el **Supervisor Steve Gallardo, Distrito 5**. "Organizamos elecciones libres, justas y seguras en el 2020. Este informe lo demuestra. De nuevo. Fin de la historia."

[Lea el análisis del Departamento de Elecciones del Condado Maricopa sobre la revisión del Senado.](#)

[Vea la presentación del análisis del Departamento de Elecciones del Condado Maricopa.](#)

[Lee Sólo los Hechos.](#)

###

Acerca del Departamento de Elecciones

Con el apoyo de la Junta de Supervisores y la Oficina de Registro, el Departamento de Elecciones administra las elecciones municipales, del pueblo, distritos escolares, distritos especiales, del condado, estatales y federales en el Condado Maricopa. Como la segunda jurisdicción electoral más grande del país, el Departamento de Elecciones atiende a más de 2.6 millones de votantes registrados. Obtenga más información: [Maricopa.Voto](#).

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AZ-SEN-21-0466, 21-0473, 21-0477, 21-0480, 21-0481-M,
21-0472, 21-0476-N, 21-0465, 21-0468, 21-0469-O, 21-0640-Q-000312

azcentral.

From: Jeremy Duda [REDACTED]
Sent: 1/5/2022 5:57:58 PM
To: Douglas Logan [REDACTED]; Rod Thomson [REDACTED]
Subject: Maricopa County report

Mr. Logan, do you have any response to the report that Maricopa County issued today regarding your audit of the 2020 election? Their conclusion was essentially that almost every claim you and your team made was either inaccurate, misleading or outright false.

<https://recorder.maricopa.gov/justthefacts/pdf/Correcting%20The%20Record%20-%20January%202022%20Report.pdf>

--

Jeremy Duda
Arizona Mirror
Associate editor
[REDACTED]

From: Jeremy Duda [REDACTED]
Sent: 1/6/2022 3:23:00 PM
To: Douglas Logan [REDACTED]; Rod Thomson [REDACTED]
Subject: Public records request

Attachments: [Records request-Cyber Ninjas 11-10-21.pdf](#)

In light of Judge Hannah's ruling today, I am resubmitting the public records request I previously submitted on Nov. 10. Please acknowledge receipt of this request.

--

Jeremy Duda
Arizona Mirror
Associate editor
Cell: (602) 315-3108

Nov. 10, 2021

Jeremy Duda
Arizona Mirror
1820 W. Washington Street Room 105
Phoenix, AZ 85007

RECORDS REQUEST

Dear Mr. Logan,

Pursuant to the provisions of the Arizona Public Records Law, A.R.S. 39-121, as well as to the Arizona Court of Appeals' Nov. 9, 2021, opinion in *Cyber Ninjas v. Hannah*, I am requesting an electronic copy of the following public records, or other matters¹:

1. All records of payments to Cyber Ninjas or any of its employees, subcontractors or other people or entities for work performed in relation to the recount and audit of the 2020 general election in Maricopa County, including payments from the Arizona Senate, as well as payments from private individuals, nonprofit organizations or other private entities, and including money that is paid directly from private individuals or entities to the Cyber Ninjas, Doug Logan, or any affiliated entities, and its subcontractors, that doesn't use the Senate as a pass-through.
2. All invoices, bills or other requests for payment submitted to Cyber Ninjas, the Arizona Senate or other individuals or entities for work performed in relation to the recount and audit of the 2020 general election in Maricopa County.
3. Any budgets, cost projections or other documents created by Cyber Ninjas or other entities or individuals related to the audit and recount of the 2020 general election in Maricopa County.
4. All documents, notes, written or electronic communications and other data or materials generated by volunteers or audit team members, or provided by volunteers to the audit team, relating to "voter registrations that did not make sense," as referenced in Section 2.1 of the Cyber Ninjas Statement of Work signed by Karen Fann and Douglas Logan. This request includes the report titled "Summary of 2020 General Election Initial Findings: Maricopa & Pima Counties," dated March 1, 2021 and signed by Elizabeth Harris on March 2, 2021, as well as any related affidavits or other supporting documents.
5. All contracts, subcontracts, memoranda of understanding or other written agreements that Cyber Ninjas has with subcontractors or other entities that have performed work related to the recount and audit of the election in Maricopa County, including, but not limited to, contracts with Wake Technology Services, Inc. (Wake TSI), StratTech Solutions, CyFIR, Digital Discovery, Bobby Pitton, and Jovan Hutton Pulitzer, AKA Jeffrey Jovan Philyaw.
6. All written or electronic communications between employees of Cyber Ninjas and any other individuals or entities that are providing paid or volunteer services for the Arizona Senate's audit of the 2020 general election in Maricopa County. This request excludes communications regarding subjects that are not pertinent to the audit.
7. Copies of any and all visitor logs and sign in sheets to the audit of the Maricopa County 2020 election results.
8. All written or electronic communications pertaining to the audit, including, but not limited to, emails, text messages and social media messages, between contractors, subcontractors or audit employees.

9. Any reports, status updates or other written or electronic communications created by employees or Cyber Ninjas or other audit contractors or subcontractors detailing the findings or progress of the audit.
10. Any other audit-related records provided to other parties in response to public records requests.

This request includes any pertinent records that are in the possession of Cyber Ninjas or other audit contractors, subcontractors or employees, regardless of whether they are in the possession of the Arizona Senate. I submit this request in accordance with the Court of Appeals' decision that "Cyber Ninjas has become the custodian" of various audit-related records under Arizona's public records law.

If challenges arise with this please contact me, as I will likely be able to help find ways to mitigate these perceived barriers to providing access to public records.

If there are ever fees associated with compiling or transmitting these records, please contact me so I can make appropriate arrangements.

If there are any segregable portions of the records responsive to this request available before the entirety, please provide those as they become available.

If you choose to deny this request, 1) please provide a written explanation for the denial, including a reference to the specific statutory exemption(s) upon which you rely. 2) Also please provide all segregable portions of otherwise exempt material. 3) Also please provide a written, itemized log of all records or other matters being denied.

If you are not the person, office or agency who has the authority or ability to comply with this records request, inform me as soon as possible who the proper person, office or agency is.

This request is separate from and in no way nullifies any other outstanding records request.

The Arizona Public Records Law requires that public bodies provide access to public records "promptly." Accordingly, I request that you provide the requested records as soon as possible.

I appreciate your cooperation in this matter.

Sincerely,

Jeremy Duda

[REDACTED]

[REDACTED]

¹ Please see Carlson v Pima County, 1984; Griffis v. Pinal County, 2007; Lake v City of Phoenix, 2009; Ariz Atty Gen. Op. 70-1, Lake v. City of Phoenix, 2009

From: Cooper, Jonathan [REDACTED]
Sent: 1/7/2022 6:44:40 PM
To: Douglas Logan [REDACTED]
Subject: RE: From AP - Logan / Fann text messages

Attachments: [image001.jpg](#)

Got it, thank you.

From: Douglas Logan [REDACTED]
Sent: Friday, January 7, 2022 3:39 PM
To: Cooper, Jonathan [REDACTED]
Subject: RE: From AP - Logan / Fann text messages

[EXTERNAL]

What sort of business do you plan to start? Are you staying in the cybersecurity and/or election audit spaces?
This is still being defined.

One other thought while I have you. I think a lot of people (including Judge Hannah) are skeptical that Cyber Ninjas is legitimately insolvent given the millions of dollars raised for the audit. Can you address that?
Financial statements created by an accounting firm were released for the audit and given to the Senate. They show a \$2.1M loss, and \$1.9M of debt. That is a lot more official than some comment from me about what I've earned. If someone doesn't believe those, they're not going to believe what I have to say anyway.

I've also wondered if you suspect any of the nonprofit groups that contributed to the audit were stiffing you (i.e., didn't pass through all the money contributed for the audit). There is no reason to suspect that any organization that gave money to the audit withheld funds. There were organizations that raised funds that never gave to the audit. They're easy to identify, because they're not listed as contributing to the audit.

From: Cooper, Jonathan [REDACTED]
Sent: Friday, January 7, 2022 4:33 PM
To: Douglas Logan [REDACTED]
Subject: RE: From AP - Logan / Fann text messages

Doug,

Many thanks for the quick response.

What sort of business do you plan to start? Are you staying in the cybersecurity and/or election audit spaces?

One other thought while I have you. I think a lot of people (including Judge Hannah) are skeptical that Cyber Ninjas is legitimately insolvent given the millions of dollars raised for the audit. Can you address that?
Also, how much did Cyber Ninjas pay you in 2021 and 2022 before shutting down? Did you have income from any other sources? I know those are deeply personal questions, but if you're comfortable sharing, I think the answers might help address the suspicions that you're getting rich off the audit despite CNI's financial troubles.

I've also wondered if you suspect any of the nonprofit groups that contributed to the audit were stiffing you (i.e., didn't pass through all the money contributed for the audit).

Thanks again for the info. Have a great weekend.

Jonathan

From: Douglas Logan [REDACTED]
Sent: Friday, January 7, 2022 1:50 PM
To: Cooper, Jonathan [REDACTED]
Cc: Rod Thomsom [REDACTED]
Subject: RE: From AP - Logan / Fann text messages

[EXTERNAL]

Jonathan,
Please see my responses below:

- Why is he looking to create a new company? Is it to circumvent the public records cases? What type of work would that company do?
If Cyber Ninjas goes out-of-business I either need to get a job with someone else (which was considered), or start from scratch with a new company. The latter is the route I chose to go.

Despite what the judge is ruling, Cyber Ninjas has no interest in "circumventing the public records case". It was important to fight in the beginning because what the company has is by no definition a public record, and this case has serious implications on 1st amendment and 4th amendment rights. All that is wanted at this point is a clear ruling that there is the capability to properly execute. The judge seems to think the work is nominal to collect things, but it is not; and no one is paying for it. The attorney has asked multiple times for the Senate to help with funds to make these record requests happen and data turned over, as well as generally providing assistance. The Senate attorney has made it clear they're not willing to help.

- What does he mean by "defaulting" in this statement? "I have no doubt I'll end up defaulting on the public records cases; but I have some patriots working on a solution to try and help stop that so we'll see."
The attorney is withdrawing for lack of payment. If Cyber Ninjas does not have legal representation in a case, it's my understanding that it could default in the case. That means the other side automatically wins. I have some friends who were working on new council. That's why there were two attorneys listening in on the 5th. They're potentially the new council that were found from friends of mine.

- Can he elaborate on this statement? "The choice has been made to try what can legally be gotten away with rather than what is ethical or right."
The Senate agreed to pay Cyber Ninjas \$150k for our work. \$50k was paid upfront and they've been refusing to pay the \$100k. They also agreed to indemnify the company for lawsuits associated with the work and its in our contract, which they are not following through on. The attorney has even asked for help in meeting the demands of these public record requests, and they've denied any help. Legally the public records are their responsibility, yet they're putting all the burden on Cyber Ninjas. This is extremely unethical.

AZ-SEN-21-0466, 21-0473, 21-0477, 21-0480, 21-0481-M, 21-0472, 21-0476-N, 21-0465, 21-0468, 21-0469-O, 21-0640-Q-000318

- Can he elaborate on this statement? "The actions chosen through all of this speak quite a bit louder than the words; and make it clear the Senate has no intention of honoring what was committed to."
Payment and indemnification are the biggest issues. For months now politicians have said all was well while not honoring their financial and indemnification obligations required in the contract, and leaving the company isolated.
- Can he elaborate on this statement? "I expect the time has also come for me to stop completely covering for decisions I didn't make."
There are a number of them. One of which is the settlement with the Maricopa County. The settlement rules make it impossible for a proper investigation to be done on the router logs. It was a bad deal that wasn't in the Maricopa County resident's best interests. Cyber Ninjas was not consulted before the settlement was signed, nor is a review of the router logs in the statement of work.
- More broadly, not specifically related to these text messages: If he exhausts all legal avenues without eliminating the court orders to turn over records, does he plan to comply? Absolutely. When the rulings of the court are no longer ambiguous, and are within our capabilities to execute; it will happen.

From: Cooper, Jonathan [REDACTED]
Sent: Friday, January 7, 2022 2:06 PM
To: Rod Thomson [REDACTED]
Cc: Douglas Logan [REDACTED]
Subject: From AP - Logan / Fann text messages

Rod,

In response to a public records request, the Senate today provided text messages that Mr. Logan sent to President Fann on Jan. 3. I'm hoping you can clarify a few things, or perhaps Mr. Logan has a few minutes to talk about it. I've attached the texts, as provided by the Senate.

- Judge Hannah yesterday suggested that Cyber Ninjas will become an "empty pinata" in an attempt to avoid releasing records. I think the Mr. Logan's plans to create a new company with some of the same employees as Cyber Ninjas could be seen as supporting that "empty pinata" theory.
 - Why is he looking to create a new company? Is it to circumvent the public records cases? What type of work would that company do?
- What does he mean by "defaulting" in this statement? "I have no doubt I'll end up defaulting on the public records cases; but I have some patriots working on a solution to try and help stop that so we'll see."
 - Does he mean he expects to lose the cases? That he doesn't plan to comply? Something else?
 - Who are the patriots and what sort of solution are they working on?
- Can he elaborate on this statement? "The choice has been made to try what can legally be gotten away with rather than what is ethical or right."
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- Can he elaborate on this statement? "The actions chosen through all of this speak quite a bit louder than the words; and make it clear the Senate has no intention of honoring what was committed to."
 - What commitments were made that aren't being honored? Just the \$100k payment, or more than that?
- Can he elaborate on this statement? "I expect the time has also come for me to stop completely covering for decisions I didn't make."
 - What decisions of others has he been covering for?
- More broadly, not specifically related to these text messages: If he exhausts all legal avenues without eliminating the court orders to turn over records, does he plan to comply?

Sorry for the lengthy request. I'm planning to publish a story on this today.

Many thanks,
Jonathan



Jonathan J. Cooper
The Associated Press
Phoenix

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AP



From: Douglas Logan [REDACTED]
Sent: 1/7/2022 6:39:15 PM
To: Cooper, Jonathan [REDACTED]
Subject: RE: From AP - Logan / Fann text messages

Attachments: [image001.jpg](#)

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To: Cooper, Jonathan [REDACTED]
Cc: Rod Thomson [REDACTED]
Subject: RE: From AP - Logan / Fann text messages

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Cc: Douglas Logan [REDACTED]
Subject: From AP - Logan / Fann text messages

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Jonathan

AP

Jonathan J. Cooper
The Associated Press
Phoenix

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AP




From: Kyra Haas [REDACTED]
Sent: 1/10/2022 6:06:09 PM
To: Douglas Logan [REDACTED]
Subject: Interview request from Arizona Capitol Times

Hi Doug,

I appreciate you taking my call today. The Arizona Capitol Times is owned by Bridge Tower Media and does not have any publications in Florida. Here is a link to the company's website that shows the publications owned by the company: <https://bridgetowermedia.com/markets/?location=fl>. I know you spoke briefly with one of my editors, Wayne Schutsky, last week but no one from our paper has spoken to you in the past few days.

Here is a link to my author page on our publication's website: <https://azcapitoltimes.com/news/author/kyrahaas/>. You can see all of my articles there.



[Kyra Haas Arizona Capitol Times | Arizona Capitol Times](#)

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azcapitoltimes.com

My cellphone number is [REDACTED]

Thanks,
Kyra

Kyra Haas
Reporter | Arizona Capitol Times

[REDACTED]

From: Karen Fann [REDACTED]
Sent: 1/10/2022 8:56:05 PM
To: Legal [REDACTED]; jackw@wb-law.com [REDACTED]; pkleshick [REDACTED]
<pkleshicke@comcast.net>; info@waketsi.com [REDACTED]; alan@stsaz.com [REDACTED] cj [REDACTED]
[REDACTED]; john.irvine [REDACTED]; [REDACTED]
Cc: Kory Langhofer [REDACTED]; [REDACTED]
Subject: President Fann Letter Reiterating Duties to Preserve and Produce

Attachments: [image001.jpg](#), [image003.jpg](#), [President Fann Letter Reiterating Duties to Preserve and Produce.pdf](#)

Good Evening,

Please see the attached letter.

Respectfully,



Karen Fann
President of the Senate
Tel: 602.926.5874





KAREN FANN
SENATE PRESIDENT
FIFTY-FIFTH LEGISLATURE
1700 WEST WASHINGTON, SENATE
PHOENIX, ARIZONA 85007-2844
PHONE: (602) 926-5874
TOLL FREE: 1-800-352-8404
kfann@azleg.gov
DISTRICT 1



COMMITTEES:
Rules, Chairman

Arizona State Senate

January 10, 2022

Cyber Ninjas Inc.
c/o Jack Wilenchik
5077 Fruitville Road, Suite 109-421
Sarasota, Florida 34232

[REDACTED]
[REDACTED]

StratTech Solutions
7825 East Gelding Drive, Suite 104
Scottsdale, Arizona 85260

[REDACTED]
[REDACTED]

WakeTSI
117 West Gay Street, Suite 126
West Chester, Pennsylvania 19380

[REDACTED]
[REDACTED]

CyFIR
20130 Lakeview Center Plaza, Suite 120
Ashburn, Virginia 20147

[REDACTED]

[REDACTED] It May Concern:

I am writing once again to reaffirm your obligation to preserve and produce records concerning the Arizona State Senate's audit of the 2020 general election in Maricopa County. In light of the rulings of the Arizona judiciary, Cyber Ninjas, Inc. and its subvendors are obligated to preserve and produce to the Arizona State Senate all records concerning the audit. This duty extends to but is not necessarily limited to emails, text messages, social media postings, and paper files that are within your custody or control. Failure to do so may give rise to very significant penalties for any business organization or individual responsible for or complicit with such a failure. If you have any questions concerning these duties, you should consult with legal counsel immediately.

The Arizona State Senate is prepared to assist with the production of the relevant records. If you tender to the Arizona State Senate copies of your records, the Arizona State Senate will use a keywords filter to identify potentially relevant documents, and will produce to the public all records containing a keyword unless the Senate determines that the record is subject to a valid claim of privilege. The Arizona State Senate will perform this review and production at its own expense, but first you must tender the potentially relevant records to the Senate.

To avoid any need for further redundant communications on these issues, you should assume that the foregoing remains the considered position of the Arizona State Senate unless and until you hear otherwise from the Senate itself.

Sincerely,

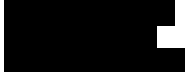
A handwritten signature in cursive script that reads "Karen Fann".

Karen Fann, President
Arizona State Senate

From: Ortega, Bob [REDACTED]
Sent: 1/11/2022 12:23:02 PM
To: Douglas Logan [REDACTED]
Subject: CNN interview request

Hi, Mr. Logan.
I'm a reporter for CNN, working on a story related to the Arizona audit, the non-payment by the Arizona Senate, the ongoing public-records dispute, and your reported decision to shutter Cyber Ninjas as a company.
Could I speak with you about the situation? Could you please let me know the best time and number to reach you, or call me at your convenience on my cell, 323-646-2693?
Thanks very much,
Bob

Bob Ortega
Senior writer
CNN Investigates



From: Anglen, Robert [REDACTED]
Sent: 1/12/2022 3:27:34 PM
To: Douglas Logan [REDACTED]; rod@thomsonpr.com [REDACTED]
Cc: Tulumello, Kathy [REDACTED];
Subject: request for interview/ comment

Hi, Doug:

I am reaching out to you today regarding a story I am working on concerning Cyber Ninjas. Among the topics I plan to address are:

- The court ordered fines, which today reached \$200,000 (only counting business days) for failure to turn over audit-related records
- Your text messages to Karen Fann regarding the status of your company and any responses she might have provided to you (her public position is that she did not respond to you in any format)
- Your involvement in the creation of Akolytos LLC (if any). To be completely transparent, I have no records showing your name on corporation filings despite reports in blogs and the Washington Post. I can see that the company address is the same as Cyber Ninjas, but that appears to be a postal box used by a corporation registrar)
- A directive by Fann mailed yesterday to audit subcontractors requiring them to preserve documents related to their work

As always, I want to thank you for your time. Because I am a reporter working on deadline, I need to hear back from you today. I can be reached at 602-316-8395.

Sincerely,

Robert Anglen
Consumer investigations

azcentral | The Arizona Republic
PART OF THE USA TODAY NETWORK



azcentral.com

From: Karen Fann [REDACTED]
Sent: 1/20/2022 1:24:58 PM
To: Legal [REDACTED]; jackwe [REDACTED]; alane [REDACTED]
cj@ [REDACTED]; pkleshic [REDACTED]
<info@waketv.com>; john.Irvine@ [REDACTED]
Cc: Kory Langhofer [REDACTED]
Subject: Letter Requesting Access to Data Center

Attachments: [image001.jpg](#), [image003.jpg](#), [President Fann Letter Requesting Access to Data Center.pdf](#)

Good Morning,

Please see the attached Letter.



Karen Fann
President of the Senate
Tel: 602.926.5874





KAREN FANN
SENATE PRESIDENT
FIFTY-FIFTH LEGISLATURE
1700 WEST WASHINGTON, SENATE
PHOENIX, ARIZONA 85007-2844
PHONE: (602) 926-5874
TOLL FREE: 1-800-352-8404
kfann@azleg.gov
DISTRICT 1



COMMITTEES:
Rules, Chairman

Arizona State Senate

January 20, 2022

Cyber Ninjas Inc.
c/o Jack Wilenchik
5077 Fruitville Road, Suite 109-421
Sarasota, Florida 34232

[REDACTED]
[REDACTED]

StratTech Solutions
7825 East Gelding Drive, Suite 104
Scottsdale, Arizona 85260

[REDACTED]
[REDACTED]

WakeTSI
117 West Gay Street, Suite 126
West Chester, Pennsylvania 19380

[REDACTED]
[REDACTED]

CyFIR
20130 Lakeview Center Plaza, Suite 120
Ashburn, Virginia 20147

[REDACTED]

To Whom It May Concern:

We recently learned that a data center, possibly leased to Cyber Ninjas Inc. or StratTech Solutions, may be housing records concerning the Arizona State Senate's audit of the 2020 election in Maricopa County. Please confirm as soon as possible whether this information is correct and, if so, when and on what terms the Senate may access the facility or its resources in order to obtain copies of any additional records concerning the audit.

Respectfully,

A handwritten signature in cursive script that reads "Karen Fann".

Karen Fann, President
Arizona State Senate

Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the “Master Agreement”) is entered into as of the 9th day of April, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and Stratech LLC, a Arizona Limited Liability Corporation (the “Contractor”). Client and Contractor are referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the consulting and/or professional services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor’s consulting and/or professional services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the “Agreement.”

2 STRUCTURE OF AGREEMENT.

- 2.1 Components of the Agreement. The Agreement consists of:
- (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
 - (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
 - (c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.
- 2.2 Definitions. All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.
- 2.3 Statement(s) of Work. The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, “Exhibit 1-Form of Statement of Work”, with such additions, deletions and modifications as the Parties may agree.
- 2.4 Deviations from Agreement, Priority. In the event of a conflict, the terms of the Statements of Work shall be governed by the terms of this Master Agreement, unless an applicable Statement of Work expressly and specifically notes the deviations from the terms of this Master Agreement for the purposes of such Statement of Work.

3 TERM AND TERMINATION.

- 3.1 Term of Master Agreement. The Term of the Master Agreement will begin as of the Effective Date and shall continue until terminated as provided in Section 3.3 (the “Term”).
- 3.2 Term of Statements of Work. Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the “Service Term”). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 Termination of Master Agreement. Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 Termination of Statement of Work by Client. A Statement of Work may be terminated by Client, for any reason other than Contractor’s breach, upon fourteen (14) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts for any amounts due for Services performed through the effective termination date. (iii) In the case of fixed price work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor an amount that will be determined on a pro-rata basis computed by dividing the total fee for the Service by the number of days required for completion of the Services and multiplying the result by the number of working days completed at the effective date of termination.
- 3.5 Termination for Breach. Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of seven (7) days following written notice of default. If Client terminates the Agreement and/or any Statement of Work as a result of Contractor’s breach, then to the extent that Client has prepaid any fees for Services, Contractor shall refund to Client any prepaid fees on a pro-rata basis to the extent such fees are attributable to the period after such termination date.
- 3.6 Effect of Termination. Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement, including all Services rendered under the terminated Statement of Work up to the effective date of the termination; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the “Escrow”), provided that, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES.

4.1 Definitions.

- (a) “End Client” shall mean any 3rd party on whose systems, premises, data or similar that the Consultant is performing the work for on behalf of the Client.
- (b) “Services” shall mean consulting, training or any other professional services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) “Work Product” shall mean any deliverables which are created, developed or provided by Contractor in connection with the Services pursuant to a Statement of Work, excluding any Contractor’s Intellectual Property.
- (d) “Contractor’s Intellectual Property” shall mean all right, title and interest in and to the Services, including, but not limited to, all inventions, skills, know-how, expertise, ideas, methods, processes, notations, documentation, strategies, policies, reports (with the exception of the data within the reports, as such data is the Client’s proprietary data) and computer programs including any source code or object code, (and any enhancements and modifications made thereto), developed by Contractor in connection with the performance of the Services hereunder and of general applicability across Contractor’s customer base. For the avoidance of doubt, the term shall not include (1) the reports prepared by Contractor for Client (other than any standard text used by Contractor in such reports) pursuant to this Agreement or any Statement of Work, which shall be the exclusive property of Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976, as amended; and (2) any data or process discovered on or obtained from the Dominion devices that will be the subject of the forensic review.

4.2 Obligation to Provide Services. Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

4.3 Contractor’s Performance. Contractor will perform the Services set forth in each Statement of Work. using personnel that have the necessary knowledge, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner, consistent with industry standards applicable to the performance of such Services.

4.4 Client’s Obligations. Client acknowledges that Contractor’s performance and delivery of the Services are contingent upon: (i) Client providing full access to such information as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work including access to its personnel, facilities, equipment, hardware, network and information, as applicable; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor’s performance of the Services. Contractor will be excused from its failure to perform its obligations under this Agreement to the extent such failure is caused by Client’s delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.

- 4.5 Location of Services. Contractor shall provide the Services at the site designated in the applicable Statement of Work.
- 4.6 Status Reports. Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.7 New Services. During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing and shall also become a “Service” and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.8 Change of Services. “Change of Services” means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.
- The following process is required to effectuate a Change of Services by either Party:
- (a) A Project Change Request (“PCR”) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
 - (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
 - (c) Contractor and Client will mutually agree upon any additional fees for such investigation, if any. If the investigation is authorized, the Client project manager will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.
 - (d) Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a written addendum to the Statement of Work must be signed by both Parties to authorize implementation of the investigated changes. that specifically identifies the portion of the Statement of Work that is the subject of the modification or amendment and the changed or new provision(s) to the Statement of Work.
- 4.9 End Client Requirements. If Contractor is providing Services for Client that is intended to be for the benefit of a customer of Client (“End Client”), the End Client should be identified in an applicable Statement of Work. The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.
- 4.10 Client Reports; No Reliance by Third Parties. Contractor will provide those reports identified in the applicable Statement of Work (“Client Report”). The Client Report is prepared uniquely and exclusively for Client’s sole use. The provision by Client of any Client Report or any information therein to any third party shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct,

indirect, consequential, incidental, special, exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof.

- 4.11 Acceptance Testing. Unless otherwise specified in a Statement of Work, Client shall have a period of fourteen (14) days to perform Acceptance Testing on each deliverable provided by Contractor to determine whether it conforms to the Specifications and any other Acceptance criteria (collectively as the “Acceptance Criteria”) stated in the Statement of Work. If Client rejects the deliverable as non-conforming, unless otherwise agreed to by the parties, Contractor shall, at its expense, within fourteen (14) days from the date of notice of rejection, correct the deliverable to cause it to conform to the Acceptance Criteria and resubmit the deliverable for further Acceptance testing in accordance with the process specified in this Section 4.15. In the event that the deliverable does not conform to the Acceptance Criteria after being resubmitted a second time, Client, may at its option, (i) provide Contractor with another fourteen (14) days to correct and resubmit the deliverable or (ii) immediately terminate the Statement of Work and obtain a refund of any amounts paid for the non-conforming Services pursuant to the applicable Statement of Work.

5 FEES AND PAYMENT TERMS.

- 5.1 Fees. Client agrees to pay to Contractor the fees for the Services in the amount as specified in the applicable Statement of Work.
- 5.2 Invoices. Contractor shall render, by means of an electronic file, an invoice or invoices in a form containing reasonable detail of the fees incurred in each month. Upon completion of the Services as provided in the Statement of Work, Contractor shall provide a final invoice to Client. Contractor shall identify all taxes and material costs incurred for the month in each such invoice. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 5.3 Payment Terms. All invoices are due upon receipt. Payment not received within 30 days of the date of the invoice is past due. Contractor reserves the right to suspend any existing or future Services when invoice becomes thirty (30) days past due. Client shall pay 1.5% per month non-prorated interest on any outstanding balances in excess of thirty days past due. If it becomes necessary to collect past due payments, Client shall be responsible for reasonable attorney fees required in order to collect upon the past-due invoice(s).
- 5.4 Taxes. The applicable Statement of Work shall prescribe the parties’ respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor’s performance of any Statement of Work, including any interest or penalties.

6 PERSONNEL.

- 6.1 Designated Personnel. Contractor shall assign employees that are critical to the provision and delivery of the Services provided (referred to herein as “Designated Personnel”) and except as provided in this Article 6, shall not be removed or replaced at any time during the performance of Services in a Statement of Work, except with Client’s prior written consent.
- 6.2 Replacement of Designated Personnel by Contractor. Notwithstanding the foregoing, if any Designated Personnel becomes unavailable for reasons beyond Contractor’s reasonable control or Designated Personnel’s professional relationship with Contractor terminates for any reason, Contractor may replace the Designated Personnel with a similarly experienced and skilled employee. In such event, Contractor shall provide immediate notification to Client of a change in a Designated Personnel’s status.
- 6.3 Replacement of Designated Personnel by Client. In the event that Client is dissatisfied for any reason with any Designated Personnel, Client may request that Contractor replace the Designated Personnel by providing written notice to Contractor. Contractor shall ensure that all Designated Personnel are bound by the terms and conditions of this Agreement applicable to their performance of the Services and shall be responsible for their compliance therewith.
- 6.4 Background Screening. Contractor shall have performed the background screening described in Exhibit 2 (Background Screening Measures) on all of its agents and personnel who will have access to Client Confidential Information prior to assigning such individuals or entities to provide Services under this Agreement.

7 PROPRIETARY RIGHTS.

- 7.1 Client’s Proprietary Rights. Client represents and warrants that it has the necessary rights, power and authority to transmit Client Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client’s (and/or the End Client, if applicable) data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor’s provision of the Services (Client’s data and Client’s End User’s data, collectively, the “Client Data”); (iii) all intellectual property of Client (“Client’s Intellectual Property”) that may be made available to Contractor in the course of providing Services under this Agreement.
- 7.2 License to Contractor. This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client Data or any associated Client’s Intellectual Property. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client Data and any associated Client’s Intellectual Property to perform the Services during the Term hereof. Contractor’s permitted license to use the Client Data and Client’s Intellectual Property is subject to the confidentiality obligations and requirements for as long as Contractor has possession of such Client Data and Intellectual Property.

7.3 Contractor's Proprietary Rights. As between Client and Contractor, Contractor owns all right, title and interest in and to the Services, including, Contractor's Intellectual Property. Except to the extent specifically provided in the applicable Statement of Work, this Agreement does not transfer or convey to Client or any third party any right, title or interest in or to the Services or any associated Contractor's Intellectual Property rights, but only grants to Client a limited, non-exclusive right and license to use as granted in accordance with the Agreement. Contractor shall retain all proprietary rights to Contractor's Intellectual Property and Client will take no actions which adversely affect Contractor's Intellectual Property rights. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, all documents, information, materials, devices, media, and data relating to or arising out of the administration of the November 3, 2020 general election in Arizona, including but not limited to voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client or of the applicable political subdivision or governmental entity, and Contractor shall have no right or interest whatsoever in such documents, information, materials, or data.**

8 NONDISCLOSURE.

8.1 Confidential Information. "Confidential Information" refers to any information one party to the Agreement discloses (the "Disclosing Party") to the other (the "Receiving Party"). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to, business information and concepts, marketing information and concepts, financial statements and other financial information, customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, strategic and marketing plans, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs, market data; digital information, digital media, and any and all electronic data, information, and processes stored on the End Client servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party's improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

- 8.2 Nondisclosure Obligations. The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 3; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.
- 8.3 Injunction. The Receiving Party agrees that breach of this Article 8 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 8.4 Return. Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 8.5 Third Party Hack. Contractor shall not be liable for any breach of this Section 8 resulting from a hack or intrusion by a third party into Client's network or information technology systems unless the hack or intrusion was through endpoints or devices monitored by Contractor and was caused directly by Contractor's gross negligence or wilful misconduct. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 8 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.
- 8.6 Retained Custody of Ballots. The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.

8.7 Survival. This Section 8 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 8 shall survive for as long as such Confidential Information remains in such party's possession.

9 NO SOLICITATION.

Contractor and Client agree that neither party will, at any time within twelve (24) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 9 will be substantial, but difficult to ascertain. Accordingly, the party that breaches this Article 9, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

10 NON-COMPETITION.

Contractor agrees that during the term of this Agreement and for a period of twelve (24) months thereafter, Contractor will not attempt to sell any of Contractor's services directly to any of Client's Customers. For purposes of this Agreement, Client's Customer means a customer of Client whereby: (i) the relationship Contractor has with the Customer is established directly through Client's introduction to Client's Customer; (ii) the first time Contractor performed work on behalf of Client's Customer is a by-product of the Services provided to Client and Customer's relationship with the Client; or (iii) Contractor first learns of Client's Customer's need for Contractor's services through information obtained from Client.

In the event that Contractor is engaged by or performs work for one of Client's Customers that Contractor already has a prior business relationship with, Contractor shall be required to disclose such relationship to Client no more than (7) days from the date that Contractor becomes aware of the potential conflict-of-interest. Failure to reasonably disclose Contractor's prior relationship with Client's Customer would result in any subsequent work for the mutual Customer to fall under the terms of this Non-Competition provision.

11 DATA PROTECTION

- 11.1 Applicability. This Article 11 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.
- 11.2 Definitions. For purposes of this Article 11:
- (a) “Personal Data” means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.
 - (b) “Privacy Laws” means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.
- 11.3 Contractor’s Obligations. Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data. Contractor shall process Personal Data only in accordance with Client's reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor's rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client's complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client's instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.
- 11.4 Disclosures. Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client’s reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (ii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.
- 11.5 Demonstrating Compliance. Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor’s compliance with its obligations under this Agreement.
- 11.6 Liability and Costs. Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor’s agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

12 DATA RETENTION

12.1 End Customer Data. Except as is required by Section 15.4, End Customer Data should be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Customer Data is required.

12.2 Client's Intellectual Property and Confidential Information. All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media) shall be removed from all Contractor controlled systems as soon as it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party's claims arising out of or related to the subject matter of this Agreement.

13 REPRESENTATIONS AND WARRANTIES.

13.1 Representations and Warranties of Client. Client represents and warrants to Contractor as follows:

- (a) Organization; Power. As of the Effective Date, Client (i) is a [Client Entity], duly organized, validly existing and in good standing under the Laws of the State of [Client State], and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

13.2 Representations and Warranties of Contractor. Contractor represents and warrants to Client as follows:

- (a) Organization; Power. As of the Effective Date, Contractor (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

13.3 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner consistent with industry best standards;
- (d) Contractor and its agents possess the necessary qualifications, expertise and skills to perform the Services;
- (e) Contractor and all individuals handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.
- (f) Services requiring code review will be sufficiently detailed, comprehensive and sophisticated so as to detect security vulnerabilities in software that should reasonably be discovered given the state of software security at the time the Services are provided;
- (g) Contractor shall ensure that the Services (including any deliverables) do not contain, introduce or cause any program routine, device, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door, that may delete, disable, deactivate, interfere with or otherwise harm software, data, hardware, equipment or systems, or that is intended to provide access to or produce modifications not authorized by Client or any known and exploitable material security vulnerabilities to affect Client's systems (collectively, "Disabling Procedures");
- (h) If, as a result of Contractor's services, a Disabling Procedure is discovered by Contractor, Contractor will promptly notify Client and Contractor shall use commercially reasonable efforts and diligently work to eliminate the effects of the Disabling Procedure at Contractor's expense. Contractor shall not modify or otherwise take corrective action with respect to the Client's systems except at Client's request. In all cases, Contractor shall take immediate action to eliminate and remediate the proliferation of the Disabling Procedure and its effects on the Services, the client's systems, and operating environments. At Client's request, Contractor will report to Client the nature and status of the Disabling Procedure elimination and remediation efforts; and
- (i) Contractor shall correct any breach of the above warranties, at its expense, within fourteen (14) days of its receipt of such notice. In the event that Contractor fails to correct the breach within the specified cure period, in addition to any other rights or remedies that may be available to Client at law or in equity, Contractor shall refund all amounts paid by Client pursuant to the applicable Statement of Work for the affected Services.

14 LIMITATION OF LIABILITY.

IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 14, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 16 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 9, LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

15 DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

16 INDEMNIFICATION.

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors and agents.

16.1 Mutual General Indemnity. Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or wilful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.

- 16.2 Contractor Indemnity. Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor's gross negligence or wilful misconduct ("Indemnified Claims"). If an Indemnified Claim under this Section 16.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement will refund any pre-paid fees on a pro-rata basis for the allegedly infringing Services that have not been performed or provided. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 16.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client's behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).
- 16.3 Client Indemnity. Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation: (i) that the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); (ii) asserting that any action undertaken by Contractor in connection with Contractor's performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor; (iii) the use by Client or any of the Client Indemnified Parties of Contractor's reports and deliverables under this agreement; and (iv) arising from a third party's reliance on a Client Report, any information therein or any other results or output of the Services. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

16.4 Indemnification Procedures. The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defense or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defense or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

This Article 16 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 16 shall survive any expiration or termination of the Agreement.

17 FORCE MAJEURE

- 17.1 Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.
- 17.2 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

18 INSURANCE

During the of the Agreement Term, Contractor shall, at its own cost and expense, obtain and maintain in full force and effect, the following minimum insurance coverage: (a) commercial general liability insurance on an occurrence basis with minimum single limit coverage of \$2,000,000 per occurrence and \$4,000,000 aggregate combined single limit; (b) professional errors and omissions liability insurance with a limit of \$2,000,000 per event and \$2,000,000 aggregate; Contractor shall name Client as an additional insured to Contractor's commercial general liability and excess/umbrella insurance and as a loss payee on Contractor's professional errors and omissions liability insurance and Contractor's employee fidelity bond/crime insurance, and, if required, shall also name Client's End Customer. Contractor shall furnish to Client a certificate showing compliance with these insurance requirements within two (5) days of Client's written request. The certificate will provide that Client will receive ten (10) days' prior written notice from the insurer of any termination of coverage.

19 GENERAL

- 19.1 Independent Contractors-No Joint Venture. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party.
- 19.2 Entire Agreement, Updates, Amendments and Modifications. The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.
- 19.3 Waiver. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- 19.4 Severability. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 19.5 Cooperation in Defense of Claims. The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such claims, actions or allegation; provided that neither party shall be obligated to incur any expense thereby.

- 19.6 Counterparts. The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 19.7 Binding Nature and Assignment. The Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 19.8 Notices. Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 19.7 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 19.7.

Notice to Contractor:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Client:

Email: __CMoore@STSAZ.com_____

- 19.9 No Third-Party Beneficiaries. The Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

- 19.10 Dispute Resolution. The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, “Dispute” and collectively “Disputes”). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties’ respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute (“Five-Day Meeting”).
- a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.
 - b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Maricopa County, Arizona which shall be the exclusive forum for the resolution of any claim or defense arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs incurred in any such action.
- 19.11 Governing Law. All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.
- 19.12 Rules of Construction. Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word “including” and words of similar import shall mean “including, without limitation,” (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the “Statement of Work”) is effective as of as of the 9th day of April, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and Stratech LLC, a Arizona Limited Liability Corporation (the “Client”), and is deemed to be incorporated into that certain Master Service Agreement (the “Master Agreement”) dated April 9th, 2021 by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the “Agreement”).

1 GENERAL PROVISIONS

- 1.1 Introduction. The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the “Deviations from Terms of the Master Agreement” Schedule hereto. In the event of a conflict between the provisions of this Statement of Work and the Master Agreement, the provisions of Section 2.4 of the Master Agreement shall control such conflict.
- 1.2 Definitions. Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 Services. Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

Please see quote 001773.

3 PERSONNEL

Please see quote 001773.

4 DELIVERABLE MATERIALS

Please see quote 001773.

5 COMPLETION CRITERIA

Work will be deemed completed when all work outlined in Quote#: 001773 is finished, and the work has been accepted by the Client.

6 FEES / TERMS OF PAYMENT

The charges for the Services are: \$697,068.43 to be paid as follows:

\$292,180.93 upon execution of the Agreement and \$207,360 on April 30, \$181,440 on May 7, and then \$16,087.50 upon completion of the Services. Invoicing and terms of payment shall be as provided in Article 5 of the Agreement.

7 TERM/PROJECT SCHEDULE

Work will commence on April 19th, 2021; with all network setup completed by noon on April 21st to support the streaming of the arrival of the ballots and other equipment.

Services will continue until the ballot counting is done, per outlined in the quote.

8 SIGNATURE & ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Client:

By: 

___ Christopher Moore _____

Title: ___ Chief Technology Officer _____

Accepted by:

Contractor: Cyber Ninjas, Inc.

By: _____

EXHIBIT 2. BACKGROUND SCREENING MEASURES

The pre-employment background investigations include the following search components for U.S. employees and the equivalent if international employees:

- 10-Year Criminal History Search – Statewide and/or County Level
- 10-Year Criminal History Search – U.S. Federal Level
- Social Security Number Validation
- Restricted Parties List

Criminal History – State-wide or County:

Criminal records are researched in the applicant's residential jurisdictions for the past seven years. records are researched through State-wide repositories, county/superior courts and/or lower/district/municipal courts. Generally, a State-wide criminal record search will be made in states where a central repository is accessible. Alternately, a county criminal record search will be conducted and may be supplemented by an additional search of lower, district or municipal court records. These searches generally reveal warrants, pending cases, and felony and misdemeanour convictions. If investigation and/or information provided by the applicant indicate use of an aka/alias, additional searches by that name must be conducted.

Criminal History – Federal:

Federal criminal records are researched through the U.S. District Court in the applicant's federal jurisdiction for the past seven years. This search generally reveals warrants, pending cases and convictions based on federal law, which are distinct from state and county violations. The search will include any AKAs/aliases provided or developed through investigation.

Social Security Trace:

This search reveals all names and addresses historically associated with the applicant's provided number, along with the date and state of issue. The search also verifies if the number is currently valid and logical or associated with a deceased entity. This search may also reveal the use of multiple social security numbers, AKAs/aliases, and additional employment information that can then be used to determine the parameters of other aspects of the background investigation.

Compliance Database or Blacklist Check:

This search shall include all of the specified major sanctioning bodies (UN, OFAC, European Union, Bank of England), law enforcement agencies, regulatory enforcement agencies, non-regulatory agencies, and high-profile persons (to include wanted persons, and persons who have previously breached US export regulation or violated World Bank procurement procedures including without limitation the lists specified below:

A search shall be made of multiple National and International restriction lists, including the Office of Foreign Asset Control (OFAC) Specially Designated Nationals (SDN), Palestinian Legislative Council (PLC), Defense Trade Controls (DTC) Debarred Parties, U.S. Bureau of Industry and Security Denied Persons List, U.S. Bureau of Industry and Security Denied Entities List, U.S. Bureau of Industry and Security Unverified Entities List, FBI Most Wanted Terrorists List, FBI Top Ten Most Wanted Lists, FBI Seeking Information, FBI Seeking Information on Terrorism, FBI Parental Kidnappings, FBI Crime Alerts, FBI Kidnappings and Missing Persons, FBI Televised Sexual Predators, FBI Fugitives – Crimes Against Children, FBI Fugitives – Cyber Crimes, FBI Fugitives – Violent Crimes: Murders, FBI Fugitives – Additional Violent Crimes, FBI Fugitives – Criminal Enterprise Investigations, FBI Fugitives – Domestic Terrorism, FBI Fugitives – White Collar Crimes, DEA Most Wanted Fugitives, DEA Major International Fugitives, U.S. Marshals Service 15 Most Wanted, U.S. Secret Service Most Wanted Fugitives, U.S. Air Force Office of Special Investigations Most Wanted Fugitives, U.S. Naval Criminal Investigative Services (NCIS) Most Wanted Fugitives, U.S. Immigration and Customs Enforcement (ICE) Most Wanted Fugitives, U.S. Immigration & Customs Enforcement Wanted Fugitive Criminal Aliens, U.S. Immigration & Customs Enforcement Most Wanted Human Smugglers, U.S. Postal Inspection Service Most Wanted, Bureau of Alcohol, Tobacco, and Firearms (ATF) Most Wanted, Politically Exposed Persons List, Foreign Agent Registrations List, United Nations Consolidation Sanctions List, Bank of England Financial Sanctions List, World Bank List of Ineligible Firms, Interpol Most Wanted List, European Union Terrorist List, OSFI Canada List of Financial Sanctions, Royal Canadian Mounted Police Most Wanted, Australia Department of Foreign Affairs and Trade List, Russian Federal Fugitives, Scotland Yard's Most Wanted, and the World's Most Wanted Fugitives.

EXHIBIT 3. FORM OF NONDISCLOSURE SUBCONTRACT

Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc., as part of its audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the "Audit").
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or images of ballots (whether in their original, duplicated, spoiled, or another form), tally sheets, audit plans and strategies, reports, software, data (including without limitation data obtained from voting machines or other election equipment), trade secrets, operational plans, know how, lists, or information derived therefrom (collectively, the "Confidential Information").
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc. and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc and the Arizona Senate.
6. I further understand that all materials or information I view, read, examine, or assemble during the course of my work on the Audit, whether or not I participate in the construction of such materials or information, have never been and shall never be my own intellectual property.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit, injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

Signature:



Printed Name: Christopher Moore

Date: 04/08/21

Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the “Master Agreement”) is entered into as of the 5th day of April, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and WAKE Technology Services, Inc., a Pennsylvania Corporation (the “Contractor”). Client and Contractor are referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the consulting and/or professional services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor’s consulting and/or professional services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the “Agreement.”

2 STRUCTURE OF AGREEMENT.

- 2.1 Components of the Agreement. The Agreement consists of:
 - (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
 - (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
 - (c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.
- 2.2 Definitions. All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.
- 2.3 Statement(s) of Work. The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, “Exhibit 1-Form of Statement of Work”, with such additions, deletions and modifications as the Parties may agree.
- 2.4 Deviations from Agreement, Priority. In the event of a conflict between the terms of this Master Agreement and the terms of any Statement of Work, the terms of the Statement of Work shall control.

3 TERM AND TERMINATION.

- 3.1 Term of Master Agreement. The Term of the Master Agreement will begin as of the Effective Date and shall continue for twelve (12) months, or until terminated as provided in Section 3.3 (the “Term”).
- 3.2 Term of Statements of Work. Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the “Service Term”). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 Termination of Master Agreement. Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 Termination of Statement of Work by Client. A Statement of Work may be terminated by Client, for any reason other than Contractor’s breach, upon fourteen (14) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts for any amounts due for Services performed and Expenses incurred through the effective termination date. (iii) In the case of fixed price work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor an amount that will be determined on a pro-rata basis computed by dividing the total fee for the Service by the number of days required for completion of the Services and multiplying the result by the number of working days completed at the effective date of termination.
- 3.5 Termination for Breach. Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of seven (7) days following written notice of default. If Client terminates the Agreement and/or any Statement of Work as a result of Contractor’s breach, then to the extent that Client has prepaid any fees for Services, Contractor shall refund to Client any prepaid fees on a pro-rata basis to the extent such fees are attributable to the period after such termination date.
- 3.6 Effect of Termination. Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement, including all Services rendered and Expenses incurred under the terminated Statement of Work up to the effective date of the termination; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow at the Client’s sole expense in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the “Escrow”), provided that, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES.

4.1 Definitions.

- (a) “End Client” shall mean any 3rd party on whose systems, premises, data or similar that the Consultant is performing the work for on behalf of the Client.
- (b) “Services” shall mean consulting, training or any other professional services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) “Work Product” shall mean any deliverables which are created, developed or provided by Contractor in connection with the Services pursuant to a Statement of Work, excluding any Contractor’s Intellectual Property.
- (d) “Contractor’s Intellectual Property” shall mean all right, title and interest in and to the Services, including, but not limited to, all inventions, skills, know-how, expertise, ideas, methods, processes, notations, documentation, strategies, policies, reports (with the exception of the data within the reports, as such data is the Client’s proprietary data) and computer programs including any source code or object code, (and any enhancements and modifications made thereto), developed by Contractor in connection with the performance of the Services hereunder and of general applicability across Contractor’s customer base. For the avoidance of doubt, the term shall not include (1) the reports prepared by Contractor for Client (other than any standard text used by Contractor in such reports) pursuant to this Agreement or any Statement of Work, which shall be the exclusive property of Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976, as amended; and (2) any data or process discovered on or obtained from the Dominion devices that will be the subject of the forensic review.

4.2 Obligation to Provide Services. Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

4.3 Contractor’s Performance. Contractor will perform the Services set forth in each Statement of Work using personnel that have the necessary knowledge, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner, consistent with industry standards applicable to the performance of such Services.

4.4 Client’s Obligations. Client acknowledges that Contractor’s performance and delivery of the Services are contingent upon: (i) Client providing full access to such information as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work including access to its personnel, facilities, equipment, hardware, network and information, as applicable; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor’s performance of the Services. Contractor will be excused from its failure to perform its obligations under this Agreement to the extent such failure is caused by Client’s delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.

- 4.5 Location of Services. Contractor shall provide the Services at the site designated in the applicable Statement of Work.
- 4.6 Status Reports. Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.7 New Services. During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing and shall also become a “Service” and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.8 Change of Services. “Change of Services” means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.
- The following process is required to effectuate a Change of Services by either Party:
- (a) A Project Change Request (“PCR”) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
 - (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
 - (c) Contractor and Client will mutually agree upon any additional fees for such investigation, if any. If the investigation is authorized, the Client project manager will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.
 - (d) Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a written addendum to the Statement of Work must be signed by both Parties to authorize implementation of the investigated changes. that specifically identifies the portion of the Statement of Work that is the subject of the modification or amendment and the changed or new provision(s) to the Statement of Work.
- 4.9 End Client Requirements. If Contractor is providing Services for Client that is intended to be for the benefit of a customer of Client (“End Client”), the End Client should be identified in an applicable Statement of Work. The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.
- 4.10 Client Reports; No Reliance by Third Parties. Contractor will provide those reports identified in the applicable Statement of Work (“Client Report”). The Client Report is prepared uniquely and exclusively for Client’s sole use. The provision by Client of any Client Report or any information therein to any third party shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct,

indirect, consequential, incidental, special, exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof.

5 FEES AND PAYMENT TERMS.

- 5.1 Fees. Client agrees to pay to Contractor the fees for the Services and Expenses in the amount as specified in the applicable Statement of Work.
- 5.2 Invoices. Contractor shall render, by means of an electronic file, an invoice or invoices in a form containing reasonable detail of the fees incurred in each month. Upon completion of the Services as provided in the Statement of Work, Contractor shall provide a final invoice to Client. Contractor shall identify all taxes and material costs incurred for the month in each such invoice. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 5.3 Payment Terms. All invoices are due upon receipt. Payment not received within 30 days of the date of the invoice is past due. Contractor reserves the right to suspend any existing or future Services when invoice becomes thirty (30) days past due. Client shall pay 1.5% per month non-prorated interest on any outstanding balances in excess of thirty days past due. If it becomes necessary to collect past due payments, Client shall be responsible for reasonable attorney fees required in order to collect upon the past-due invoice(s).
- 5.4 Taxes. The applicable Statement of Work shall prescribe the parties' respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor's performance of any Statement of Work, including any interest or penalties.

6 PERSONNEL.

- 6.1 Designated Personnel. Contractor shall assign employees that are critical to the provision and delivery of the Services provided (referred to herein as “Designated Personnel”) and except as provided in this Article 6, shall not be removed or replaced at any time during the performance of Services in a Statement of Work, except with Client’s prior written consent.
- 6.2 Replacement of Designated Personnel by Contractor. Notwithstanding the foregoing, if any Designated Personnel becomes unavailable for reasons beyond Contractor’s reasonable control or Designated Personnel’s professional relationship with Contractor terminates for any reason, Contractor may replace the Designated Personnel with a similarly experienced and skilled employee. In such event, Contractor shall provide immediate notification to Client of a change in a Designated Personnel’s status.
- 6.3 Replacement of Designated Personnel by Client. In the event that Client is dissatisfied for any reason with any Designated Personnel, Client may request that Contractor replace the Designated Personnel by providing written notice to Contractor. Contractor shall ensure that all Designated Personnel are bound by the terms and conditions of this Agreement applicable to their performance of the Services and shall be responsible for their compliance therewith.
- 6.4 Background Screening. Contractor shall have performed the background screening described in Exhibit 2 (Background Screening Measures) on all of its agents and personnel who will have access to Client Confidential Information prior to assigning such individuals or entities to provide Services under this Agreement.

7 PROPRIETARY RIGHTS.

- 7.1 Client’s Proprietary Rights. Client represents and warrants that it has the necessary rights, power and authority to transmit Client Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client’s (and/or the End Client, if applicable) data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor’s provision of the Services (Client’s data and Client’s End User’s data, collectively, the “Client Data”); (iii) all intellectual property of Client (“Client’s Intellectual Property”) that may be made available to Contractor in the course of providing Services under this Agreement.
- 7.2 License to Contractor. This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client Data or any associated Client’s Intellectual Property. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client Data and any associated Client’s Intellectual Property to perform the Services during the Term hereof. Contractor’s permitted license to use the Client Data and Client’s Intellectual Property is subject to the confidentiality obligations and requirements for as long as Contractor has possession of such Client Data and Intellectual Property.

7.3 Contractor's Proprietary Rights. As between Client and Contractor, Contractor owns all right, title and interest in and to the Services, including, Contractor's Intellectual Property. Except to the extent specifically provided in the applicable Statement of Work, this Agreement does not transfer or convey to Client or any third party any right, title or interest in or to the Services or any associated Contractor's Intellectual Property rights, but only grants to Client a limited, non-exclusive right and license to use as granted in accordance with the Agreement. Contractor shall retain all proprietary rights to Contractor's Intellectual Property and Client will take no actions which adversely affect Contractor's Intellectual Property rights. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, all documents, information, materials, devices, media, and data relating to or arising out of the administration of the November 3, 2020 general election in Arizona, including but not limited to voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client or of the applicable political subdivision or governmental entity, and Contractor shall have no right or interest whatsoever in such documents, information, materials, or data.**

8 NONDISCLOSURE.

8.1 Confidential Information. "Confidential Information" refers to any information one party to the Agreement discloses (the "Disclosing Party") to the other (the "Receiving Party"). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to, business information and concepts, marketing information and concepts, financial statements and other financial information, customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, strategic and marketing plans, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs, market data; digital information, digital media, and any and all electronic data, information, and processes stored on the End Client servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party's improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

- 8.2 Nondisclosure Obligations. The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 3; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.
- 8.3 Injunction. The Receiving Party agrees that breach of this Article 8 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 8.4 Return. Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 8.5 Third Party Hack. Contractor shall not be liable for any breach of this Section 8 resulting from a hack or intrusion by a third party into Client's network or information technology systems unless the hack or intrusion was through endpoints or devices monitored by Contractor and was caused directly by Contractor's gross negligence or wilful misconduct. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 8 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.
- 8.6 Retained Custody of Ballots. The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.

8.7 Survival. This Section 8 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 8 shall survive for as long as such Confidential Information remains in such party's possession.

9 NO SOLICITATION.

Contractor and Client agree that neither party will, at any time within twelve (24) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 9 will be substantial, but difficult to ascertain. Accordingly, the party that breaches this Article 9, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

10 NON-COMPETITION.

Contractor agrees that during the term of this Agreement and for a period of twelve (24) months thereafter, Contractor will not attempt to sell any of Contractor's services directly to any of Client's Customers. For purposes of this Agreement, Client's Customer means a customer of Client whereby: (i) the relationship Contractor has with the Customer is established directly through Client's introduction to Client's Customer; (ii) the first time Contractor performed work on behalf of Client's Customer is a by-product of the Services provided to Client and Customer's relationship with the Client; or (iii) Contractor first learns of Client's Customer's need for Contractor's services through information obtained from Client.

In the event that Contractor is engaged by or performs work for one of Client's Customers that Contractor already has a prior business relationship with, Contractor shall be required to disclose such relationship to Client no more than (7) days from the date that Contractor becomes aware of the potential conflict-of-interest. Failure to reasonably disclose Contractor's prior relationship with Client's Customer would result in any subsequent work for the mutual Customer to fall under the terms of this Non-Competition provision.

11 DATA PROTECTION

- 11.1 Applicability. This Article 11 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.
- 11.2 Definitions. For purposes of this Article 11:
- (a) “Personal Data” means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.
 - (b) “Privacy Laws” means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.
- 11.3 Contractor’s Obligations. Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data. Contractor shall process Personal Data only in accordance with Client's reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor's rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client's complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client's instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.
- 11.4 Disclosures. Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client’s reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (ii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.
- 11.5 Demonstrating Compliance. Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor’s compliance with its obligations under this Agreement.
- 11.6 Liability and Costs. Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor’s agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

12 DATA RETENTION

12.1 End Customer Data. Except as is required by Section 15.4, End Customer Data should be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Customer Data is required.

12.2 Client's Intellectual Property and Confidential Information. All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media) shall be removed from all Contractor controlled systems as soon as it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party's claims arising out of or related to the subject matter of this Agreement.

13 REPRESENTATIONS AND WARRANTIES.

13.1 Representations and Warranties of Client. Client represents and warrants to Contractor as follows:

- (a) Organization; Power. As of the Effective Date, Client (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

13.2 Representations and Warranties of Contractor. Contractor represents and warrants to Client as follows:

- (a) Organization; Power. As of the Effective Date, Contractor (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the Commonwealth of Pennsylvania, and (ii) has full corporate power to own, lease, license and operate its assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

13.3 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner consistent with industry best standards;
- (d) Contractor and its agents possess the necessary qualifications, expertise and skills to perform the Services;
- (e) Contractor and all individuals handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.
- (f) Services requiring code review will be sufficiently detailed, comprehensive and sophisticated so as to detect security vulnerabilities in software that should reasonably be discovered given the state of software security at the time the Services are provided;
- (g) Contractor shall ensure that the Services (including any deliverables) do not contain, introduce or cause any program routine, device, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door, that may delete, disable, deactivate, interfere with or otherwise harm software, data, hardware, equipment or systems, or that is intended to provide access to or produce modifications not authorized by Client or any known and exploitable material security vulnerabilities to affect Client's systems (collectively, "Disabling Procedures");
- (h) If, as a result of Contractor's services, a Disabling Procedure is discovered by Contractor, Contractor will promptly notify Client and Contractor shall use commercially reasonable efforts and diligently work to eliminate the effects of the Disabling Procedure at Contractor's expense. Contractor shall not modify or otherwise take corrective action with respect to the Client's systems except at Client's request. In all cases, Contractor shall take immediate action to eliminate and remediate the proliferation of the Disabling Procedure and its effects on the Services, the client's systems, and operating environments. At Client's request, Contractor will report to Client the nature and status of the Disabling Procedure elimination and remediation efforts; and
- (i) Contractor shall correct any breach of the above warranties, at its expense, within fourteen (14) days of its receipt of such notice. In the event that Contractor fails to correct the breach within the specified cure period, in addition to any other rights or remedies that may be available to Client at law or in equity, Contractor shall refund all amounts paid by Client pursuant to the applicable Statement of Work for the affected Services.

14 LIMITATION OF LIABILITY.

IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 14, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 16 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 9, LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

15 DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

16 INDEMNIFICATION.

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors and agents.

16.1 Mutual General Indemnity. Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or wilful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.

- 16.2 Contractor Indemnity. Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor's gross negligence or wilful misconduct ("Indemnified Claims"). If an Indemnified Claim under this Section 16.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement will refund any pre-paid fees on a pro-rata basis for the allegedly infringing Services that have not been performed or provided. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 16.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client's behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).
- 16.3 Client Indemnity. Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation: (i) that the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); (ii) asserting that any action undertaken by Contractor in connection with Contractor's performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor; (iii) the use by Client or any of the Client Indemnified Parties of Contractor's reports and deliverables under this agreement; and (iv) arising from a third party's reliance on a Client Report, any information therein or any other results or output of the Services. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

16.4 Indemnification Procedures. The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defense or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defense or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

This Article 16 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 16 shall survive any expiration or termination of the Agreement.

17 FORCE MAJEURE

- 17.1 Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.
- 17.2 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

18 INSURANCE

During the Agreement Term, Contractor shall, at its own cost and expense, obtain and maintain in full force and effect, the following minimum insurance coverage: (a) commercial general liability insurance on an occurrence basis with minimum single limit coverage of \$2,000,000 per occurrence and \$4,000,000 aggregate combined single limit; (b) professional errors and omissions liability insurance with a limit of \$2,000,000 per event and \$2,000,000 aggregate; Contractor shall name Client as an additional insured to Contractor's commercial general liability and excess/umbrella insurance and as a loss payee on Contractor's professional errors and omissions liability insurance and Contractor's employee fidelity bond/crime insurance, and, if required, shall also name Client's End Customer. Contractor shall furnish to Client a certificate showing compliance with these insurance requirements within two (5) days of Client's written request. The certificate will provide that Client will receive ten (10) days' prior written notice from the insurer of any termination of coverage.

19 GENERAL

- 19.1 Independent Contractors-No Joint Venture. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party.
- 19.2 Entire Agreement, Updates, Amendments and Modifications. The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.
- 19.3 Waiver. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- 19.4 Severability. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 19.5 Cooperation in Defense of Claims. The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such claims, actions or allegation; provided that neither party shall be obligated to incur any expense thereby.

- 19.6 Counterparts. The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 19.7 Binding Nature and Assignment. The Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 19.8 Notices. Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 19.7 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 19.7.

Notice to Contractor:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Client:

WAKE Technology Services, Inc.
117 West Gay Street, Suite 126
West Chester, PA 19380

Email: cwitt@waketsi.com

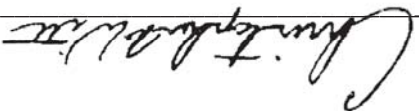
- 19.9 No Third-Party Beneficiaries. The Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

- 19.10 Dispute Resolution. The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, “Dispute” and collectively “Disputes”). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties’ respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute (“Five-Day Meeting”).
- a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.
 - b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Maricopa County, Arizona which shall be the exclusive forum for the resolution of any claim or defense arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs incurred in any such action.
- 19.11 Governing Law. All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.
- 19.12 Rules of Construction. Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word “including” and words of similar import shall mean “including, without limitation,” (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:

Contractor

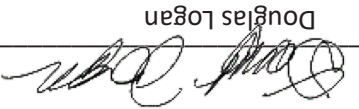
By: 

Christopher Witt

Title: President

Accepted by:

Client: Cyber Ninjas, Inc.

By: 

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the “Statement of Work”) is effective as of as of the 5th day of April, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and WAKE Technology Services, Inc., a Pennsylvania Corporation, with offices at 117 West Gay Street, Suite 126, West Chester, PA 19380 (the “Contractor”), and is deemed to be incorporated into that certain Master Service Agreement dated (the “Master Agreement”) April 5, 2021 by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the “Agreement”).

1 GENERAL PROVISIONS

- 1.1 Introduction. The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the “Deviations from Terms of the Master Agreement” Schedule hereto.
- 1.2 Definitions. Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 Services. Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

Contractor will assist Client with the manual counting of approximately 2,300,000 ballots cast in Maricopa County, AZ. The counting will be limited to the 10 federal races in Maricopa County in the 2020 November election. The scope of services includes:

- Training of supplied staff on Contractor’s process for scanning, counting, tabulation, and aggregation
- Oversight and management of the scanning, counting, tabulation, paper inspection, and aggregation of approximately 2,300,000 ballots
- Provide and manage the paper examination for as many of the ballots as is possible in the allotted timeframe
- Ballot security
- Video streaming of the counting and aggregation areas
- Capturing of video of the counting tables in sufficient detail to see each ballot that is counted, and including capturing each tally sheet from each person at the end of every batch
- Maintaining chain of custody of all aspects of the project including ballot and tally sheet handling
- Provide specifications for the technology required to perform the ballot counting and video streaming

- Manage the daily process:
 - o Validation of the video feeds
 - o Daily offsite backups of all data to an approved location (dependent on provided Internet connectivity performance)
 - o Validation of laptop and server operation
 - o Check-in of all staff (includes temperature scanning)
 - o Support staff in executing the defined procedures
 - o Monitor staff for compliance and take appropriate actions
 - o Monitor and support the video and computing technology to maintain uptime
 - o Provide final tabulation data

All services provided pursuant to this proposal shall be conducted in a professional and secure manner. Contractor agrees to maintain an objective and unbiased viewpoint during the process.

3 TECHNICAL METHODOLOGY

Contractor will be utilizing its proprietary processes and methodologies to manage and oversee the manual counting of approximately 2,300,000 ballots in Maricopa County, AZ. The project will take place at an appropriate venue in Maricopa County, AZ suitable to house the effort.

Client is responsible to provide:

- Secure physical location to house the counting and tabulation teams
- The tables and chairs needed to support the counting stations (aka Modules), aggregation stations, temperature check table, personal storage area, ballot corral tables (2), Pod Managers tables, registration and exit / check out table and support staff, storage area for personal possessions of contractors performing work
- Approximately 252 staff members per day (126 per shift) to perform the counting, scanning, paper examination, tabulation, and support activities including alternate replacement staff
- Physical security staff and 24/7 security of the facility
- Minimum 1G wired Internet access

The solution is assembled based on these assumptions:

- Contractor will need access to counting location on April 19, 2021
- Ballots will be delivered to the counting location on or by April 22, 2021
- 2,300,000 ballots to be hand counted for the 10 federal races from November 2020
- Each counting station can process 8,000 ballots per shift
- All non-Consultant provided staff will be able to read and speak English
- The video will be streamed publicly in near real-time; The target delay is less than 15 minutes

4 PERSONNEL

Contractor will be providing 50 onsite resources in order to train, execute, and oversee the counting process. Additional offsite resources will be providing remote support for the team's activities.

5 DELIVERABLE MATERIALS

Contractor will place a digital copy of the ballot images on USB drives sealed within every ballot bag after those ballots go through the scanning process. Likewise, a digital copy of all paper inspection images will be sealed into every ballot bag that goes through paper examination.

Upon completion of the counting and paper examination processes, Contractor will return to an authorized representative all materials including ballot containers, envelopes, and any other documentation provided to Contractor by the State and/or County.

Contractor will provide Client the following:

- Images of all scanned ballots delivered in an electronic form acceptable to Client
- Chain of custody documents in electronic and paper form
- Records of all seals broken and replaced on the ballot containers
- All tally sheets produced by the Counters, signed by the Table Managers and Aggregators, in paper and electronic form
- All adjudication records in paper and electronic form
- Records of all ballots that Contractor deems questionable which includes a scanned copy of the ballot with any applicable findings from the Paper Examiners.
- Photos and Covid protocol testing records and questionnaires for all individuals entering the site
- Registration logs (enter and exit) in both paper and electronic format
- Copies of all badge images and supporting documentation
- Staff schedules and assignments
- Issue tracking logs for technical and security incidents
- Contractor NDA documents

6 COMPLETION CRITERIA

The project will be deemed complete when counting and tabulation of the provided Maricopa County ballots are finished, the items in Section 5. Deliverable Materials are satisfied, and those deliverables are reviewed and confirmed by the Client.

In addition, it is recognized that the End Client could have additional requests related to the final deliverables that may not clearly be laid out within this Agreement. As long as those requests are reasonable given the scope, and the data exists, the Contractor agrees to help provided the needed details that the End Client requests even if it goes beyond what is clearly outlined in this Agreement. Requests that are 5 manhours or less of total combined time to execute will be expected to be executed without any additional compensation to the Contractor. Anything above 5 aggregated manhours, the Contractor will be compensated at \$150 per hour.

7 FEES / TERMS OF PAYMENT

The charges for the Services listed in this Statement of Work are fixed at \$1,378,780. Approved Expenses will be over and above the Services costs and are estimated at \$218,105. The major expense categories are:

- Supplies = \$173,989
- Airfare = \$20,765
- Contractor staff background checks = \$6,125
- Site transportation = \$17,226

All expenses are estimated. Actual expenses will be closely tracked and reported. Receipts will be provided. Any deviation resulting in an increase in expenses above 5% of the listed amount will be preapproved by Client in writing.

Payments to Contractor for Contractor Services and Expenses will be made using the following schedule:

- \$145,000 upon execution of the Agreement
- \$355,000 on 4/16
- \$450,000 on 4/30
- \$500,000 at completion of onsite counting
- ~\$146,885 on Completion; Exact amount will be determined following the final expense audit

Contractor will also facilitate payment to non-Contractor staff provided through other sources. Contractor will inform Client of non-Contractor hours worked and Client will send Contractor the appropriate funds to pay non-Contractor staff plus \$0.025 per hour to cover Contractor overhead costs. The timeline for these payments will be determined by the Client.

8 TERM/PROJECT SCHEDULE

The project is as follows:

- April 19, 2021: Contractor Advance Team arrives onsite
- April 21, 2021: Balance of Contractor Team arrives onsite
- April 22, 2021: All Client provided staff receives training; Ballots delivered by the County
- April 23, 2021: Counting begins
- May 8, 2021: Anticipated end date with the provision to extend for five (5) additional days if ballot counting or paper examination is not complete

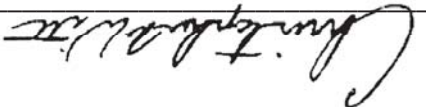
Client agrees that the work schedule described herein represents Contractor's current best estimate and is subject to possible change due to circumstances beyond Contractor's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that Contractor's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client management decisions, and the performance of Client personnel in meeting their obligations for this project and in accordance with this Statement of Work.

9 SIGNATURE & ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

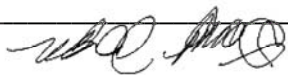
IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:
Contractor:

By: 

Christopher Witt
Title: President

Accepted by:
Client: Cyber Ninjas, Inc.

By: 

Douglas Logan
Title: CEO & Principal Consultant

EXHIBIT 2. BACKGROUND SCREENING MEASURES

The pre-employment background investigations include the following search components for U.S. employees and the equivalent if international employees:

- 10-Year Criminal History Search – Statewide and/or County Level
- 10-Year Criminal History Search – U.S. Federal Level
- Social Security Number Validation
- Restricted Parties List

Criminal History – State-wide or County:

Criminal records are researched in the applicant’s residential jurisdictions for the past seven years. records are researched through State-wide repositories, county/superior courts and/or lower/district/municipal courts. Generally, a State-wide criminal record search will be made in states where a central repository is accessible. Alternately, a county criminal record search will be conducted and may be supplemented by an additional search of lower, district or municipal court records. These searches generally reveal warrants, pending cases, and felony and misdemeanor convictions. If investigation and/or information provided by the applicant indicate use of an aka/alias, additional searches by that name must be conducted.

Criminal History – Federal:

Federal criminal records are researched through the U.S. District Court in the applicant’s federal jurisdiction for the past seven years. This search generally reveals warrants, pending cases and convictions based on federal law, which are distinct from state and county violations. The search will include any AKAs/aliases provided or developed through investigation.

Social Security Trace:

This search reveals all names and addresses historically associated with the applicant’s provided number, along with the date and state of issue. The search also verifies if the number is currently valid and logical or associated with a deceased entity. This search may also reveal the use of multiple social security numbers, AKAs/aliases, and additional employment information that can then be used to determine the parameters of other aspects of the background investigation.

Compliance Database or Blacklist Check:

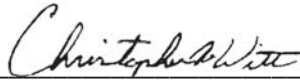
This search shall include all of the specified major sanctioning bodies (UN, OFAC, European Union, Bank of England), law enforcement agencies, regulatory enforcement agencies, non-regulatory agencies, and high-profile persons (to include wanted persons, and persons who have previously breached US export regulation or violated World Bank procurement procedures including without limitation the lists specified below:

A search shall be made of multiple National and International restriction lists, including the Office of Foreign Asset Control (OFAC) Specially Designated Nationals (SDN), Palestinian Legislative Council (PLC), Defense Trade Controls (DTC) Debarred Parties, U.S. Bureau of Industry and Security Denied Persons List, U.S. Bureau of Industry and Security Denied Entities List, U.S. Bureau of Industry and Security Unverified Entities List, FBI Most Wanted Terrorists List, FBI Top Ten Most Wanted Lists, FBI Seeking Information, FBI Seeking Information on Terrorism, FBI Parental Kidnappings, FBI Crime Alerts, FBI Kidnappings and Missing Persons, FBI Televised Sexual Predators, FBI Fugitives – Crimes Against Children, FBI Fugitives – Cyber Crimes, FBI Fugitives – Violent Crimes: Murders, FBI Fugitives – Additional Violent Crimes, FBI Fugitives – Criminal Enterprise Investigations, FBI Fugitives – Domestic Terrorism, FBI Fugitives – White Collar Crimes, DEA Most Wanted Fugitives, DEA Major International Fugitives, U.S. Marshals Service 15 Most Wanted, U.S. Secret Service Most Wanted Fugitives, U.S. Air Force Office of Special Investigations Most Wanted Fugitives, U.S. Naval Criminal Investigative Services (NCIS) Most Wanted Fugitives, U.S. Immigration and Customs Enforcement (ICE) Most Wanted Fugitives, U.S. Immigration & Customs Enforcement Wanted Fugitive Criminal Aliens, U.S. Immigration & Customs Enforcement Most Wanted Human Smugglers, U.S. Postal Inspection Service Most Wanted, Bureau of Alcohol, Tobacco, and Firearms (ATF) Most Wanted, Politically Exposed Persons List, Foreign Agent Registrations List, United Nations Consolidation Sanctions List, Bank of England Financial Sanctions List, World Bank List of Ineligible Firms, Interpol Most Wanted List, European Union Terrorist List, OSFI Canada List of Financial Sanctions, Royal Canadian Mounted Police Most Wanted, Australia Department of Foreign Affairs and Trade List, Russian Federal Fugitives, Scotland Yard's Most Wanted, and the World's Most Wanted Fugitives.

EXHIBIT 3. FORM OF NONDISCLOSURE SUBCONTRACT

Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc., as part of its audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the "Audit").
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or images of ballots (whether in their original, duplicated, spoiled, or another form), tally sheets, audit plans and strategies, reports, software, data (including without limitation data obtained from voting machines or other election equipment), trade secrets, operational plans, know how, lists, or information derived therefrom (collectively, the "Confidential Information").
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc. and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc and the Arizona Senate.
6. I further understand that all materials or information I view, read, examine, or assemble during the course of my work on the audit that originated from the AZ Senate or the Maricopa County Board of Supervisors or their agents, whether or not I participate in the construction of such materials or information, have never been and shall never be my own intellectual property. Methods, processes, and procedures created to capture, review and analyze the information provided and assembled for the AZ State Senate or the Maricopa County Board of Supervisors remains the intellectual property of the creating entities.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit, injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

Signature: 
Printed Name: Christopher Witt
Date: 4/13/21

Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the “Master Agreement”) is entered into as of the 14th day of April 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and CyFIR LLC, a Delaware Limited Liability Company (the “Contractor”). Client and Contractor are referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the consulting and/or professional services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor’s consulting and/or professional services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the “Agreement.”

2 STRUCTURE OF AGREEMENT.

- 2.1 Components of the Agreement. The Agreement consists of:
 - (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
 - (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
 - (c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.
- 2.2 Definitions. All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.
- 2.3 Statement(s) of Work. The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, “Exhibit 1-Form of Statement of Work”, with such additions, deletions and modifications as the Parties may agree.
- 2.4 Deviations from Agreement, Priority. In the event of a conflict, the terms of the Statements of Work shall be governed by the terms of this Master Agreement, unless an applicable Statement of Work expressly and specifically notes the deviations from the terms of this Master Agreement for the purposes of such Statement of Work.

3 TERM AND TERMINATION.

- 3.1 Term of Master Agreement. The Term of the Master Agreement will begin as of the Effective Date and shall continue until terminated as provided in Section 3.3 (the “Term”).
- 3.2 Term of Statements of Work. Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the “Service Term”). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 Termination of Master Agreement. Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 Termination of Statement of Work by Client. A Statement of Work may be terminated by Client, for any reason other than Contractor’s breach, upon fourteen (14) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts for any amounts due for Services performed through the effective termination date. (iii) In the case of fixed price work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor an amount that will be determined on a pro-rata basis computed by dividing the total fee for the Service by the number of days required for completion of the Services and multiplying the result by the number of working days completed at the effective date of termination.
- 3.5 Termination for Breach. Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of seven (7) days following written notice of default. If Client terminates the Agreement and/or any Statement of Work as a result of Contractor’s breach, then to the extent that Client has prepaid any fees for Services, Contractor shall refund to Client any prepaid fees on a pro-rata basis to the extent such fees are attributable to the period after such termination date.
- 3.6 Effect of Termination. Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement, including all Services rendered under the terminated Statement of Work up to the effective date of the termination; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the “Escrow”), provided that, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES.

4.1 Definitions.

- (a) “End Client” shall mean any 3rd party on whose systems, premises, data or similar that the Contractor is performing the work for on behalf of the Client.
- (b) “Services” shall mean consulting, training or any other professional services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) “Work Product” shall mean any deliverables which are created, developed or provided by Contractor in connection with the Services pursuant to a Statement of Work, excluding any Contractor’s Intellectual Property.
- (d) “Contractor’s Intellectual Property” shall mean all right, title and interest in and to the Services, including, but not limited to, all inventions, skills, know-how, expertise, ideas, methods, processes, notations, documentation, strategies, policies, reports (with the exception of the data within the reports, as such data is the Client’s proprietary data) and computer programs including any source code or object code, (and any enhancements and modifications made thereto), developed by Contractor in connection with the performance of the Services hereunder and of general applicability across Contractor’s customer base. For the avoidance of doubt, the term shall not include (1) the reports prepared by Contractor for Client (other than any standard text used by Contractor in such reports) pursuant to this Agreement or any Statement of Work, which shall be the exclusive property of Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976, as amended; and (2) any data or process discovered on or obtained from the Dominion devices that will be the subject of the forensic review.

4.2 Obligation to Provide Services. Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

4.3 Contractor’s Performance. Contractor will perform the Services set forth in each Statement of Work. using personnel that have the necessary knowledge, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner, consistent with industry standards applicable to the performance of such Services.

4.4 Client’s Obligations. Client acknowledges that Contractor’s performance and delivery of the Services are contingent upon: (i) Client providing full access to such information as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work including access to its personnel, facilities, equipment, hardware, network and information, as applicable; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor’s performance of the Services. Contractor will be excused from its failure to perform its obligations under this Agreement to the extent such failure is caused by Client’s or End Client’s delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.

- 4.5 Location of Services. Contractor shall provide the Services at the site designated in the applicable Statement of Work.
- 4.6 Status Reports. Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.7 New Services. During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing and shall also become a “Service” and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.8 Change of Services. “Change of Services” means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.

The following process is required to effectuate a Change of Services by either Party:

- (a) A Project Change Request (“PCR”) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
- (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
- (c) Contractor and Client will mutually agree upon any additional fees for such investigation, if any. If the investigation is authorized, the Client project manager will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.
- (d) Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a written addendum to the Statement of Work must be signed by both Parties to authorize implementation of the investigated changes. that specifically identifies the portion of the Statement of Work that is the subject of the modification or amendment and the changed or new provision(s) to the Statement of Work.
- 4.9 End Client Requirements. If Contractor is providing Services for Client that is intended to be for the benefit of a customer of Client (“End Client”), the End Client should be identified in an applicable Statement of Work. The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.
- 4.10 End Client Reports; No Reliance by Third Parties. Contractor will provide those reports identified in the applicable Statement of Work (“Client Report”). The Client Report is prepared uniquely and exclusively for the Client or End Client’s sole use. The provision by Client or End Client of any Client Report or any information therein to any third party shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or

unforeseen, direct, indirect, consequential, incidental, special, exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof.

- 4.11 Acceptance Testing. Unless otherwise specified in a Statement of Work, Client shall have a period of fourteen (14) days to perform Acceptance Testing on each deliverable provided by Contractor to determine whether it conforms to the Specifications and any other Acceptance criteria (collectively as the “Acceptance Criteria”) stated in the Statement of Work. If Client rejects the deliverable as non-conforming, unless otherwise agreed to by the parties, Contractor shall, at its expense, within fourteen (14) days from the date of notice of rejection, correct the deliverable to cause it to conform to the Acceptance Criteria and resubmit the deliverable for further Acceptance testing in accordance with the process specified in this Section 4.15. In the event that the deliverable does not conform to the Acceptance Criteria after being resubmitted a second time, Client, may at its option, (i) provide Contractor with another fourteen (14) days to correct and resubmit the deliverable or (ii) immediately terminate the Statement of Work and obtain a refund of any amounts paid for the non-conforming Services pursuant to the applicable Statement of Work.

5 FEES AND PAYMENT TERMS.

- 5.1 Fees. Client agrees to pay to Contractor the fees for the Services in the amount as specified in the applicable Statement of Work.
- 5.2 Invoices. Contractor shall render, by means of an electronic file, an invoice or invoices in a form containing reasonable detail of the fees incurred in each month or at the conclusion of a statement of work. Upon completion of the Services as provided in a given Statement of Work, Contractor shall provide a final invoice to Client. Contractor shall identify all taxes and material costs incurred for the month in each such invoice. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 5.3 Payment Terms. All invoices are due upon receipt. Payment not received within 30 days of the date of the invoice is past due. Contractor reserves the right to suspend any existing or future Services when invoice becomes thirty (30) days past due. Client shall pay 1.5% per month non-prorated interest on any outstanding balances in excess of thirty days past due. If it becomes necessary to collect past due payments, Client shall be responsible for reasonable attorney fees required in order to collect upon the past-due invoice(s).
- 5.4 Taxes. The applicable Statement of Work shall prescribe the parties’ respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor’s performance of any Statement of Work, including any interest or penalties.

6 PERSONNEL.

- 6.1 Designated Personnel. Contractor shall assign employees that are critical to the provision and delivery of the Services provided (referred to herein as “Designated Personnel”) and except as provided in this Article 6, shall not be removed or replaced at any time during the performance of Services in a Statement of Work, except with Client’s prior written consent.
- 6.2 Replacement of Designated Personnel by Contractor. Notwithstanding the foregoing, if any Designated Personnel becomes unavailable for reasons beyond Contractor’s reasonable control or Designated Personnel’s professional relationship with Contractor terminates for any reason, Contractor may replace the Designated Personnel with a similarly experienced and skilled employee. In such event, Contractor shall provide immediate notification to Client of a change in a Designated Personnel’s status.
- 6.3 Replacement of Designated Personnel by Client. In the event that Client is dissatisfied for any reason with any Designated Personnel, Client may request that Contractor replace the Designated Personnel by providing written notice to Contractor. Contractor shall ensure that all Designated Personnel are bound by the terms and conditions of this Agreement applicable to their performance of the Services and shall be responsible for their compliance therewith.
- 6.4 Background Screening. Contractor shall have performed the background screening described in Exhibit 2 (Background Screening Measures) on all of its agents and personnel who will have access to Client Confidential Information prior to assigning such individuals or entities to provide Services under this Agreement.

7 PROPRIETARY RIGHTS.

- 7.1 Client’s Proprietary Rights. Client represents and warrants that it has the necessary rights, power and authority to transmit Client and End Client Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client and End Client Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client’s (and/or the End Client, if applicable) data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor’s provision of the Services (Client’s data and Client’s End User’s data, collectively, the “Client Data”); (iii) all intellectual property of Client (“Client’s Intellectual Property”) that may be made available to Contractor in the course of providing Services under this Agreement.
- 7.2 License to Contractor. This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client Data or any associated Client’s Intellectual Property. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client Data and any associated Client’s Intellectual Property to perform the Services during the Term hereof. Contractor’s permitted license to use the Client Data and Client’s Intellectual Property is subject to the confidentiality obligations and requirements for as long as Contractor has possession of such Client Data and Intellectual Property.

7.3 Contractor’s Proprietary Rights. As between Client and Contractor, Contractor owns all right, title and interest in and to the Services, including, Contractor’s Intellectual Property. Except to the extent specifically provided in the applicable Statement of Work, this Agreement does not transfer or convey to Client or any third party any right, title or interest in or to the Services or any associated Contractor’s Intellectual Property rights, but only grants to Client a limited, non-exclusive right and license to use as granted in accordance with the Agreement. Contractor shall retain all proprietary rights to Contractor’s Intellectual Property and Client will take no actions which adversely affect Contractor’s Intellectual Property rights. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, all documents, information, materials, devices, media, and data relating to or arising out of the administration of the November 3, 2020 general election in Arizona, including but not limited to voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the End Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the End Client or of the applicable political subdivision or governmental entity, and Contractor shall have no right or interest whatsoever in such documents, information, materials, or data.**

8 NONDISCLOSURE.

8.1 Confidential Information. “Confidential Information” refers to any information one party to the Agreement discloses (the “Disclosing Party”) to the other (the “Receiving Party”). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to, business information and concepts, marketing information and concepts, financial statements and other financial information, customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, strategic and marketing plans, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs, market data; digital information, digital media, and any and all electronic data, information, and processes stored on the End Client servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party’s possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party’s improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

- 8.2 Nondisclosure Obligations. The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 3; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.
- 8.3 Injunction. The Receiving Party agrees that breach of this Article 8 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 8.4 Return. Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 8.5 Third Party Hack. Contractor shall not be liable for any breach of this Section 8 resulting from a hack or intrusion by a third party into Client's network or information technology systems unless the hack or intrusion was through endpoints or devices monitored by Contractor and was caused directly by Contractor's gross negligence or wilful misconduct. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 8 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.
- 8.6 Retained Custody of Ballots. The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.

8.7 Survival. This Section 8 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 8 shall survive for as long as such Confidential Information remains in such party's possession.

9 NO SOLICITATION.

Contractor and Client agree that neither party will, at any time within twelve (24) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 9 will be substantial, but difficult to ascertain. Accordingly, the party that breaches this Article 9, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

10 NON-COMPETITION.

Contractor agrees that during the term of this Agreement and for a period of twelve (24) months thereafter, Contractor will not attempt to sell any of Contractor's services directly to any of Client's Customers. For purposes of this Agreement, Client's Customer means an existing customer of Client whereby: (i) the relationship Contractor has with the Customer is established directly through Client's introduction to Client's Customer; (ii) the first time Contractor performed work on behalf of Client's Customer is a by-product of the Services provided to Client and Customer's relationship with the Client; or (iii) Contractor first learns of Client's Customer's need for Contractor's services through information obtained from Client.

In the event that Contractor is engaged by or performs work for one of Client's existing Customers that Contractor already has a prior business relationship with, Contractor shall be required to disclose such relationship to Client no more than (7) days from the date that Contractor becomes aware of the potential conflict-of-interest. Failure to reasonably disclose Contractor's prior relationship with Client's Customer would result in any subsequent work for the mutual Customer to fall under the terms of this Non-Competition provision.

11 DATA PROTECTION

- 11.1 Applicability. This Article 11 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.
- 11.2 Definitions. For purposes of this Article 11:
- (a) “Personal Data” means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.
 - (b) “Privacy Laws” means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.
- 11.3 Contractor’s Obligations. Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data. Contractor shall process Personal Data only in accordance with Client's reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor's rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client's complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client's instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.
- 11.4 Disclosures. Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client’s reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (ii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.
- 11.5 Demonstrating Compliance. Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor’s compliance with its obligations under this Agreement.
- 11.6 Liability and Costs. Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor’s agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

12 DATA RETENTION

12.1 End Customer Data. Except as is required by Section 15.4, End Customer Data should be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Customer Data is required.

12.2 Client's Intellectual Property and Confidential Information. All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media) shall be removed from all Contractor controlled systems as soon as it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party's claims arising out of or related to the subject matter of this Agreement.

13 REPRESENTATIONS AND WARRANTIES.

13.1 Representations and Warranties of Client. Client represents and warrants to Contractor as follows:

- (a) Organization; Power. As of the Effective Date, Client (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

13.2 Representations and Warranties of Contractor. Contractor represents and warrants to Client as follows:

- (a) Organization; Power. As of the Effective Date, Contractor (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

13.3 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner consistent with industry best standards;
- (d) Contractor and its agents possess the necessary qualifications, expertise and skills to perform the Services;
- (e) Contractor and all individuals handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.
- (f) Services requiring code review will be sufficiently detailed, comprehensive and sophisticated so as to detect security vulnerabilities in software that should reasonably be discovered given the state of software security at the time the Services are provided;
- (g) Contractor shall ensure that the Services (including any deliverables) do not contain, introduce or cause any program routine, device, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door, that may delete, disable, deactivate, interfere with or otherwise harm software, data, hardware, equipment or systems, or that is intended to provide access to or produce modifications not authorized by Client or any known and exploitable material security vulnerabilities to affect Client's systems (collectively, "Disabling Procedures");
- (h) If, as a result of Contractor's services, a Disabling Procedure is discovered by Contractor, Contractor will promptly notify Client and Contractor shall use commercially reasonable efforts and diligently work to eliminate the effects of the Disabling Procedure at Contractor's expense. Contractor shall not modify or otherwise take corrective action with respect to the Client's systems except at Client's request. In all cases, Contractor shall take immediate action to eliminate and remediate the proliferation of the Disabling Procedure and its effects on the Services, the client's systems, and operating environments. At Client's request, Contractor will report to Client the nature and status of the Disabling Procedure elimination and remediation efforts; and
- (i) Contractor shall correct any breach of the above warranties, at its expense, within fourteen (14) days of its receipt of such notice. In the event that Contractor fails to correct the breach within the specified cure period, in addition to any other rights or remedies that may be available to Client at law or in equity, Contractor shall refund all amounts paid by Client pursuant to the applicable Statement of Work for the affected Services.

14 LIMITATION OF LIABILITY.

IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 14, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 16 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 9, LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

15 DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

16 INDEMNIFICATION.

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors and agents.

16.1 Mutual General Indemnity. Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or wilful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.

- 16.2 Contractor Indemnity. Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor's gross negligence or wilful misconduct ("Indemnified Claims"). If an Indemnified Claim under this Section 16.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement will refund any pre-paid fees on a pro-rata basis for the allegedly infringing Services that have not been performed or provided. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 16.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client's behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).
- 16.3 Client Indemnity. Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation: (i) that the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); (ii) asserting that any action undertaken by Contractor in connection with Contractor's performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor; (iii) the use by Client or any of the Client Indemnified Parties of Contractor's reports and deliverables under this agreement; and (iv) arising from a third party's reliance on a Client Report, any information therein or any other results or output of the Services. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

16.4 Indemnification Procedures. The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defense or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defense or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

This Article 16 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 16 shall survive any expiration or termination of the Agreement.

17 FORCE MAJEURE

- 17.1 Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.
- 17.2 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

18 INSURANCE

During the of the Agreement Term, Contractor shall, at its own cost and expense, obtain and maintain in full force and effect, the following minimum insurance coverage: (a) commercial general liability insurance on an occurrence basis with minimum single limit coverage of \$2,000,000 per occurrence and \$4,000,000 aggregate combined single limit; (b) professional errors and omissions liability insurance with a limit of \$2,000,000 per event and \$2,000,000 aggregate; Contractor shall name Client as an additional insured to Contractor's commercial general liability and excess/umbrella insurance and as a loss payee on Contractor's professional errors and omissions liability insurance and Contractor's employee fidelity bond/crime insurance, and, if required, shall also name Client's End Customer. Contractor shall furnish to Client a certificate showing compliance with these insurance requirements within five (5) days of Client's written request. The certificate will provide that Client will receive ten (10) days' prior written notice from the insurer of any termination of coverage.

19 GENERAL

- 19.1 Independent Contractors-No Joint Venture. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party.
- 19.2 Entire Agreement, Updates, Amendments and Modifications. The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.
- 19.3 Waiver. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- 19.4 Severability. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 19.5 Cooperation in Defense of Claims. The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such claims, actions or allegation; provided that neither party shall be obligated to incur any expense thereby.

- 19.6 Counterparts. The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 19.7 Binding Nature and Assignment. The Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 19.8 Notices. Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 19.7 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 19.7.

Notice to Client:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Contractor:

CyFIR, LLC
ATTN: Legal
20130 Lakeview Center Plaza
Suite 120
Ashburn, VA 20147
Email: legal@cyfir.com

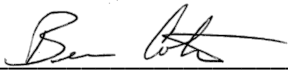
- 19.9 No Third-Party Beneficiaries. The Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

- 19.10 Dispute Resolution. The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, “Dispute” and collectively “Disputes”). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties’ respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute (“Five-Day Meeting”).
- a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.
 - b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Maricopa County, Arizona which shall be the exclusive forum for the resolution of any claim or defense arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs incurred in any such action.
- 19.11 Governing Law. All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.
- 19.12 Rules of Construction. Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word “including” and words of similar import shall mean “including, without limitation,” (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:


Contractor: CyFIR, LLC

By: 
Ben Cotton

Title: Founder

Accepted by:

Client: Cyber Ninjas, Inc.

By: 
Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the “Statement of Work”) is effective as of as of the 14th day of April, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and CyFIR, LLC, a Delaware Limited Liability Company, with offices at 20130 Lakeview Center Plaza, Suite 120, Ashburn, VA 20147 (the “Contractor”), and is deemed to be incorporated into that certain Master Service Agreement (the “Master Agreement”) dated the 14th day of April, 2021 by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the “Agreement”). This work will be performed for the Arizona Senate (the “End Client”).

1 GENERAL PROVISIONS

- 1.1 Introduction. The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the “Deviations from Terms of the Master Agreement” Schedule hereto. In the event of a conflict between the provisions of this Statement of Work and the Master Agreement, the provisions of Section 2.4 of the Master Agreement shall control such conflict.
- 1.2 Definitions. Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 Services. Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

- 2.1 The Subcontractor shall provide digital forensics preservation and analysis services to support the Maricopa County audit activities authorized by the Arizona State Senate.
- 2.2 CyFIR will advise End Client and Prime Contractor and provide professional services for issues relating to incident response, remote live computer analysis, computer forensics, electronic discovery and expert witness support as it relates to the Maricopa County audit activities.
- 2.3 CyFIR will provide Client with assistance in identifying possible sources of breaches, attack vectors, relevant electronic data, provide technical remediation advice of identified exposures, and offer guidance concerning the implementation of such requests.
- 2.4 CyFIR shall participate in possible legal processes, hearings and reporting as directed by the Prime Contractor associated with or stemming from the engagement.
- 2.5 CyFIR will maintain custody of the forensic data and images until all civil and/or criminal proceedings that may arise from the investigation are resolved for a nominal fee, at which time CyFIR will destroy the electronic evidence. Prime Contractor will keep CyFIR apprised of the status of the case and will notify CyFIR in writing when the case has been concluded.
- 2.6 The Prime Contractor shall provide the following to the Sub Contractor for the performance of the work:

- 2.6.1 Work space sufficient for 14 examiner workstations. These workspaces shall include at a minimum:
 - 2.6.1.1 One table
 - 2.6.1.2 One Chair
 - 2.6.1.3 One 7 slot power strip
 - 2.6.1.4 One power extension cord to examiner workspace
- 2.6.2 Evidence storage enclosure with securable entrance included in, but separate from the forensic work area.
- 2.6.3 Separation materials to create a workspace for the digital forensics team that is separate from the other audit activities. This workspace should have a controlled entrance.
- 2.6.4 Access to restrooms and potable water

3 TECHNICAL METHODOLOGY

- 3.1 Cyfir shall perform the services under this SOW in three phases:
 - 3.1.1 Phase I – Digital evidence preservation. All election related digital devices and storage media will be forensically preserved. These forensic images will be created using the industry standard Encase E01 image. Three copies of these digital forensic files will be created. One copy to maintain as primary best evidence, one copy for the Prime Contractor and one copy for digital forensic analysis.
 - 3.1.2 Phase II – Forensic Analysis of the evidence. Using court approved technologies, Sub Contractor shall analyse all forensic data for the following; operating system update status, security status of the systems, internet access, internet connectivity, remote access indicators, program execution timeline, and communications capabilities. Live forensic analysis will be performed by replicating the live state of devices with operating systems in order to monitor and analyse the running processes, network calls and user activity for indicators of remote access and malware software.
 - 3.1.3 Phase III – Reporting and Findings Presentation. Contractor shall produce a report for both Phase I and Phase II. Additionally, the Sub Contractor shall support oral presentations and testimony as directed/required.

4 PERSONNEL

All personnel supporting this effort shall have a full background check and be qualified to perform the duties assigned. Senior examiners shall be qualified as an expert witness at the federal judicial level.

5 DELIVERABLE MATERIALS

- 5.1 Three forensic copies of the digital evidence. One copy shall be provided to the Prime Contractor, one copy shall be maintained as best evidence, and one copy will be utilized to perform forensic analysis.
- 5.2 Phase I Report detailing the chain of custody handling and imaging process.
- 5.3 Phase II Report detailing the results of the digital forensic analysis. Specifically this report will detail the following:
 - 5.3.1 Report IP addresses, both private and public, found on the devices (both allocated and unallocated). Specific IP addresses and the attribution of those addresses back to significant entities.
 - 5.3.2 Report Public internet activities.
 - 5.3.3 Report significant user activities
 - 5.3.4 Log activity that is indicative of remote user access
 - 5.3.5 Report malware or programs that allow remote access, both on the hard drive or active memory
 - 5.3.6 Report the state of security updates and posture of computing endpoints
 - 5.3.7 Report significant timeline of file creation, modified or access that would indicate malicious or unauthorized activity as it relates to the November 2020 election.
 - 5.3.8 Other items as requested by Client or End Client.

6 COMPLETION CRITERIA

This engagement shall be deemed complete when all deliverables in SOW paragraph 5 have been accepted by the Client and the End Client, and the Client has notified the Sub Contractor that there is no longer a requirement to support expert witness or other verbal and written support following the presentation of the reports and findings.

7 FEES / TERMS OF PAYMENT

All time expended in matters relating to this Agreement will be billed to the Prime Contractor. CyFIR's fees are based on the amount of time spent providing the Services and other direct costs (ODC) associated with the engagement. These include, but may not be limited to, CyFIR licensing costs, application hosting costs and travel costs. While CyFIR may provide informal estimates of the amount of time necessary to perform the services described in this Agreement, Client understands that the actual time may vary considerably due to unforeseen complications and that no two incident response engagements, computer forensics examinations or e-Discovery cases are the same. Client understands that any informal estimate is not binding nor an all-inclusive cost for the engagement.

CyFIR computer forensics and incident response services are billed at **\$300.00 USD** per hour for examiners and **\$450.00** for Senior Examiners. Currently only one individual is planned to bill at the Senior Examiner rate. Trial testimony, depositions, or other sworn testimony will be billed at **\$550.00 USD** per hour with a three (3) hour minimum and must be paid in advance. Client agrees to pay CyFIR on such hourly basis for the Services. Driving mileage is billed at the rate published by the IRS (currently \$0.535 per mile).

Services billing is calculated in quarter-hour increments. Client also agrees to pay all incidental expenses reasonably incurred by CyFIR in connection with the Services, including but not limited to courier fees, travel expenses, shipping charges, disk or tape duplication, hosting costs, hard drives/media or other materials needed for the engagement at the cost of the expense.

Due to the unpredictable nature of Incident Response and computer forensic engagements, CyFIR will utilize fully reimbursable travel reservations to minimize change fee costs to the Client. Depending upon the engagement, and at the sole discretion of CyFIR, CyFIR will utilize the appropriate size of rental vehicles necessary to transport equipment and engagement related items.

An upfront retainer of **\$130,000.00** is required for this engagement. This shall be paid prior to the commencement of Phase I operations.

8 TERM/PROJECT SCHEDULE

Phase I

Start Date 29 March 2021

Advanced Party Arrival to Maricopa County 17 April 2021

Main Body Arrival to Maricopa County 19 April 2021

Preservation Operations 20 April to 2 May 2021

Imaging Finalization and Dissemination of Forensic Copies 3 May 2021

Travel Day for Return of Imaging Personnel – 4 May 2021

Phase II

Start Date 6 May 2021

Finish Analysis Date – 1 June 2021

Report Delivery – 7 June 2021

Phase III

Start Date 8 June 2021

End Date – TBD

Note: These dates may change due to legal challenges, evidence access issues or other situations outside of the control of CyFIR.

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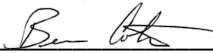
9 SIGNATURE & ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor:


By: 

Ben Cotton

Title: Founder

Accepted by:

Client: Cyber Ninjas, Inc.

By: 

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 2. BACKGROUND SCREENING MEASURES

The pre-employment background investigations include the following search components for U.S. employees and the equivalent if international employees:

- 10-Year Criminal History Search – Statewide and/or County Level
- 10-Year Criminal History Search – U.S. Federal Level
- Social Security Number Validation
- Restricted Parties List

Criminal History – State-wide or County:

Criminal records are researched in the applicant’s residential jurisdictions for the past seven years. records are researched through State-wide repositories, county/superior courts and/or lower/district/municipal courts. Generally, a State-wide criminal record search will be made in states where a central repository is accessible. Alternately, a county criminal record search will be conducted and may be supplemented by an additional search of lower, district or municipal court records. These searches generally reveal warrants, pending cases, and felony and misdemeanor convictions. If investigation and/or information provided by the applicant indicate use of an aka/alias, additional searches by that name must be conducted.

Criminal History – Federal:

Federal criminal records are researched through the U.S. District Court in the applicant’s federal jurisdiction for the past seven years. This search generally reveals warrants, pending cases and convictions based on federal law, which are distinct from state and county violations. The search will include any AKAs/aliases provided or developed through investigation.

Social Security Trace:

This search reveals all names and addresses historically associated with the applicant’s provided number, along with the date and state of issue. The search also verifies if the number is currently valid and logical or associated with a deceased entity. This search may also reveal the use of multiple social security numbers, AKAs/aliases, and additional employment information that can then be used to determine the parameters of other aspects of the background investigation.

Compliance Database or Blacklist Check:

This search shall include all of the specified major sanctioning bodies (UN, OFAC, European Union, Bank of England), law enforcement agencies, regulatory enforcement agencies, non-regulatory agencies, and high-profile persons (to include wanted persons, and persons who have previously breached US export regulation or violated World Bank procurement procedures including without limitation the lists specified below:

A search shall be made of multiple National and International restriction lists, including the Office of Foreign Asset Control (OFAC) Specially Designated Nationals (SDN), Palestinian Legislative Council (PLC), Defense Trade Controls (DTC) Debarred Parties, U.S. Bureau of Industry and Security Denied Persons List, U.S. Bureau of Industry and Security Denied Entities List, U.S. Bureau of Industry and Security Unverified Entities List, FBI Most Wanted Terrorists List, FBI Top Ten Most Wanted Lists, FBI Seeking Information, FBI Seeking Information on Terrorism, FBI Parental Kidnappings, FBI Crime Alerts, FBI Kidnappings and Missing Persons, FBI Televised Sexual Predators, FBI Fugitives – Crimes Against Children, FBI Fugitives – Cyber Crimes, FBI Fugitives – Violent Crimes: Murders, FBI Fugitives – Additional Violent Crimes, FBI Fugitives – Criminal Enterprise Investigations, FBI Fugitives – Domestic Terrorism, FBI Fugitives – White Collar Crimes, DEA Most Wanted Fugitives, DEA Major International Fugitives, U.S. Marshals Service 15 Most Wanted, U.S. Secret Service Most Wanted Fugitives, U.S. Air Force Office of Special Investigations Most Wanted Fugitives, U.S. Naval Criminal Investigative Services (NCIS) Most Wanted Fugitives, U.S. Immigration and Customs Enforcement (ICE) Most Wanted Fugitives, U.S. Immigration & Customs Enforcement Wanted Fugitive Criminal Aliens, U.S. Immigration & Customs Enforcement Most Wanted Human Smugglers, U.S. Postal Inspection Service Most Wanted, Bureau of Alcohol, Tobacco, and Firearms (ATF) Most Wanted, Politically Exposed Persons List, Foreign Agent Registrations List, United Nations Consolidation Sanctions List, Bank of England Financial Sanctions List, World Bank List of Ineligible Firms, Interpol Most Wanted List, European Union Terrorist List, OSFI Canada List of Financial Sanctions, Royal Canadian Mounted Police Most Wanted, Australia Department of Foreign Affairs and Trade List, Russian Federal Fugitives, Scotland Yard's Most Wanted, and the World's Most Wanted Fugitives.

EXHIBIT 3. FORM OF NONDISCLOSURE SUBCONTRACT

Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc. and CyFIR, LLC, as part of their audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the "Audit").
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or images of ballots (whether in their original, duplicated, spoiled, or another form), tally sheets, audit plans and strategies, reports, software, data (including without limitation data obtained from voting machines or other election equipment), trade secrets, operational plans, know how, lists, or information derived therefrom (collectively, the "Confidential Information").
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc., CyFIR, LLC and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc, CyFIR, LLC and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc, CyFIR, LLC and the Arizona Senate.
6. I further understand that all materials or information I view, read, examine, or assemble during the course of my work on the Audit, whether or not I participate in the construction of such materials or information, have never been and shall never be my own intellectual property.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit. I acknowledge and agree that failure on my part shall cause irreputable harm to Cyber Ninjas, INC and CyFIR, LLC and that in the event of the breach of this NDA they are entitled to injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

Signature: _____
Printed Name: _____
Date: _____

Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the "Master Agreement") is entered into as of the 6th day of May, 2021 (the "Effective Date"), between Cyber Ninjas, Inc., a Florida corporation, (the "Client"), and 423 Catkins Maize, LLC, a Utah limited liability company and technology service provider (the "Contractor"). Client and Contractor are referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the professional off-site technology services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor's professional off-site technology services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the "Agreement."

2 STRUCTURE OF AGREEMENT

2.1 **Components of the Agreement.** The Agreement consists of:

- (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
- (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
- (c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.

2.2 **Definitions.** All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.

- 2.3 **Statement(s) of Work.** The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, “Exhibit 1-Form of Statement of Work”, with such additions, deletions and modifications as the Parties may agree.
- 2.4 **Deviations from Agreement, Priority.** In the event of a conflict, the terms of the Statements of Work shall be governed by the terms of this Master Agreement, unless an applicable Statement of Work expressly and specifically notes the deviations from the terms of this Master Agreement for the purposes of such Statement of Work. In the event of a conflict with the The Cyber Ninjas, Inc. March 31, 2021 Master Services Agreement with the Arizona Senate (the “Senate MSA”) and the Cyber Ninjas, Inc. Statement of Work with the Arizona Senate (the “Senate SOW”), the Senate MSA and SOW shall govern.

3 TERM AND TERMINATION

- 3.1 **Term of Master Agreement.** The Term of the Master Agreement will begin as of the Effective Date and shall continue until terminated as provided in this Article 3 (the “Term”).
- 3.2 **Term of Statements of Work.** Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the “Service Term”). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 **Termination of Master Agreement.** Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 **Termination of Statement of Work by Client.** A Statement of Work may be terminated by Client, for any reason other than Contractor’s breach, upon fourteen (14) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts for any amounts due for any services which are in-process in a technology function or data analysis and/or processing manner. (iii) In the case of fixed price

work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor fully as contracted.

3.5 **Termination for Breach.** Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of fifteen (15) days following written notice of default. In the event of termination for breach, the non-breaching party shall have all remedies provided by law.

3.6 **Effect of Termination.** Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the "Escrow"), provided that, pursuant to Section 14, the Parties shall provide to each other documents and information that are reasonably necessary to the defence of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES

4.1 Definitions.

- (a) "End Client" shall mean the Arizona State Senate.
- (b) "Services" shall mean consulting, training, or any other professional off-site technology services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) "Work Product" shall mean any deliverables which are created, developed, or provided by Contractor in connection with the Services, pursuant to a Statement of Work. "Work Product" specifically excludes any of Contractor's Intellectual Property.
- (d) "Contractor's Intellectual Property" shall mean all of Contractor's rights, title and interest in and to the right to perform Contractor's particular Services, including, but not limited to patents and patents pending, all inventions, and derivatives thereof for the Contractor to exercise its Intellectual Property, including Contractor's technology skills, know-how,

expertise, ideas, methods, processes, patents and patent pending, notations, documentation, strategies, policies, and computer programs including any source code or object code, patents, patents pending, patents in process, designs, non-report data maps, and procedures, developed by Contractor in connection with the performance of the Services hereunder.

(e) **Obligation to Provide Services.** Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

4.2 **Contractor's Performance.** Contractor will perform the Services set forth in each Statement of Work, using its knowledge base, Intellectual Property, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner. The non-unique features and processes of Contractor's work and work product shall conform to at or above industry standards

4.3 **Client's Obligations.** Client acknowledges that Contractor's performance and delivery of the Services are contingent upon: (i) Client providing full access to such information, data images and files, as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor's performance of the Services, and (iii) Client obtaining the raw data and transmitting the images to Contractor in regular batches as needed by Contractor to performed its duty and analysis as has been previously discussed, charted, detailed, explained and confidentially shared in order to be enabled to enter into this Agreement. Contractor will be excused from its failure to perform its obligations under this Agreement on a timely basis to the extent such failure is caused by Client's delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.

4.4 **Location of Services.** Contractor shall provide the Services in a virtual manner, not on-site, congruent with Contractor's Virtual Machine Platform.

- 4.5 **Status Reports.** Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.6 **New Services.** During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing, be mutually agreed to and shall also become a "Service" and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.7 **Change of Services.** "Change of Services" means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.

The following process is required to effectuate a Change of Services by either Party:

- (a) A Project Change Request ("PCR") will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
- (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
- (c) Contractor and Client will mutually agree upon any additional fees for such additional services, if any. If the additional services is authorized, the Client project manager will sign the PCR, which will constitute approval for the charges for the additional services. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.
- 4.8 **End Client Requirements.** The Contractor is providing Services for Client which is intended for the benefit of a customer of Client ("End Client"). The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.
- 4.9 **Client Reports; No Reliance by Third Parties.** Contractor will provide those reports identified in the applicable Statement of Work ("Client Report"). The provision by Client of any Client Report or any information therein to any third party other than End Client shall not

entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct, indirect, consequential, incidental, special, exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof. Aside from Client Reports, Contractor shall publish Scientific Reports, Procedure Case Studies, Legislative Reports (State and Federal) and Historic Reports and Professional Analysis that include references to Contractor work performed pursuant to this Agreement (the “Additional Reports”). Contractor shall not publish or disclose the Additional Reports to third parties or the public without the prior written consent of Client.

5 OWNERSHIP RIGHTS – USE RIGHTS

- 5.1 Client is providing to Contractor specific photographic based images for forensic analyzation collected as per the terms of the March 31, 2021, Cyber Ninjas, Inc Master Services Agreement (the “Senate MSA”) attached hereto as Exhibit 3.
- 5.2 As provided in Section 7 – Proprietary Rights, Sub-Section 7.3 of the Senate MSA, Contractor acknowledges it has no rights, title, or interest whatsoever in the photographic images provided to the Contractor by the Client.
- 5.3 Contractor will take the raw images provided by the Client (Raw Data) and will apply various forensic applications to said images. The initial images (raw data) provided to Contractor will generate additional new images, also considered raw data, which will be provided back to the client and those images shall also be subject to Section 7 of the Senate MSA– Proprietary Rights, Sub-Section 7.3 .. Contractor acknowledges it has no rights, title, or interest whatsoever in the derivative photographic images generated by Contractor and provided to the Client.
- 5.4 Client acknowledges that Contractor, for reporting purposes only, must utilize at least one (1) photographic example of a sample of the raw data (before photographic representation) as originally provided by Client to the Contractor and one new data example (after forensics applied photographic representation) created by Contractor, in the process of fulfilling its services, to define and explain the application of the Contractors unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques; as detailed in each of the Contractor’s report as

defined in the EXHIBIT 1. FORM OF STATEMENT OF WORK, SECTION 2 - SCOPE & SERVICES DESCRIPTION – attached hereto.

- 5.4.a Client allows this specific use, on these singular before and after digital image for purpose of providing a published forensic report, and Client acknowledges that all raw data images and new data images created are the property of the Client and its client as provided in the Senate MSA and the use of said singular before and after image for each individual report are only used for illustrative and educational purposes for the purpose of reading and understanding the published reports of the Contractor.
- 5.4.b Contractor acknowledges that 100% of the raw data images and the new data images are subject to the explicit ownership terms as provided for in Section 7 – Proprietary Rights, Sub-Section 7.3 of the Senate MSA.
- 5.5 Contractor shall use photographic images provide by Client, and the Contractor shall create new derivative images photographic based images for forensic analyzation. The creation of such new images is created by use of the Contractor’ s unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques.
 - 5.5.a Client acknowledges that it does not gain, retain, or pass through any ownership into Contractors unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques.
 - 5.5.b Furthermore, Client acknowledges that nothing prevents Contractor from providing its unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques to any other country, state, precinct or entity.
- 5.6 Client intends to use and include in reports to the End Client the Contractors Reports and Analyses and Physical Published Reports listed in Sections 2 and 5 of the Form of Statement of Work, attached as Exhibit 1 hereto. Client reports to the End Client include components described in the Deliverable Materials listed in Section 7 of the March 31, 2021 Cyber Ninjas, Inc. Statement of Work (the “Senate SOW”). Section 4.1.3 of the Senate MSA states that any report prepared pursuant to the Senate MSA and SOW shall be the exclusive property of the

End Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976 as amended. Accordingly, any Contractor Report and Analyses and Contractor Physical Published Reports shall be the exclusive property of Client or End Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976 as amended.

- 5.7 Contractor intends to rely at least in part upon copyright law to protect Contractor’ s right to Contractor’ s technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques. Client agrees that the “works made for hire” clause in Section 5.6 above shall not be retroactive and does not apply to any Contactor technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques created before the date of this Agreement, which are the exclusive property of Contractor. Client agrees that, in a Contractor report, a mere Contractor explanation of the Contractor’ s technology, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, or techniques, whether created or invented before or after the date of this Agreement, does not create any Client property right in said technology, forensic analyzation tool (software and mathematical), filter, formula, process, procedure, or technique.
- 5.8 This Agreement was made subsequent to, and is intended to conform with the requirements of, the Senate MSA as well as the Senate SOW. In the event of a conflict between this Agreement and the Senate MSA or SOW, the Senate MSA or SOW shall govern. Moreover, any provision in this Agreement that would cause Client to breach the Senate MSA or SOW shall be null and void.
- 5.9 Contractor agrees to take no action that would cause Client to be in breach of any term of the Senate MSA or SOW.

6 FEES, PAYMENT TERMS, LICENSES & PROPRIETARY RIGHTS

- 6.1 **Fees.** Client agrees to pay to Contractor the **set fixed fee** for the Services in the amount as specified in the applicable Statement of Work. The parties acknowledge and agree that any

payment of fees to Contractor is subject to Client's receipt of sufficient funds donated by third parties for such payments.

- 6.2 **Invoices.** Contractor shall render, by means of an electronic file, an invoice in a form containing reasonable detail of the scope of the fixed fee for the work. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 6.3 **Payment Terms.** Before start of work, and part of the unique programming required to perform the services for the Client, Contractor shall be paid its total fixed fee.
- 6.4 **Taxes.** The applicable Statement of Work shall prescribe the parties' respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor's performance of any Statement of Work, including any interest or penalties.
- 6.5 **Client's Proprietary Rights.** Client represents and warrants that it has the necessary rights, power, and authority to transmit Client Raw Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client Raw Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any raw data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client's (and/or the End Client, if applicable) raw data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor's provision of the Services (Client's data and Client's End User's data, collectively, the "Client Data"); (iii) Contractor is only being provided raw data for Contractor's proprietary analysis, processing, filter transformation, image analysis and interpretation and subsequent publication, hereafter referred to as "New Data". Contractor is not utilizing any intellectual property of Client ("Client's Intellectual Property") under this Agreement. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, any and all raw data and new data images belongs to the Client and such raw data is defined as voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client.**

- 6.6 **License to Contractor.** This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client's Raw Data or the new data images created by Contractor. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client's Raw Data to perform the Services and Reporting required within this Agreement regarding transforming Client Raw Data into unique new data as created and facilitated by the Contractor's Intellectual Property. Contractor's permitted license to use the Client Raw Data is subject to the confidentiality obligations and requirements for as long as Contractor has possession of such Client Raw Data.
- 6.7 **Contractor's Proprietary Rights.** Contractor owns all right, title and interest in and to the unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques. Client hereby acknowledges the Contractor's work requires the submission by Client of tremendous amounts of raw data, and digital images. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, any and all raw data and new data images belongs to the Client and such raw data is defined as voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client.**
- 6.8 **License to Client.** This Agreement does not transfer or convey to Client any right, title or interest in or to Contractor's Intellectual Property or any of Contractor's unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques used by the Contractor. Contractor grants to Client a limited, non-exclusive, worldwide, revocable license to use Contractor's unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques solely for purposes of this Agreement. Client's permitted license to the use of the Contractor's Intellectual Property is subject to the applicable confidentiality obligations, requiring proper attribution to the benefit of the Contractor.

7 NONDISCLOSURE

- 7.1 **Confidential Information.** "Confidential Information" refers to any information one party to the Agreement discloses (the "Disclosing Party") to the other (the "Receiving Party"). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to End Client data and in the acknowledged hierarchy of the

Contractor's patents pending, trade secrets, business information and concepts, and both parties customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs; digital information, digital media, and any and all electronic data, information, and processes which are specifically stored on servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party's improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

7.2 Nondisclosure Obligations. The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 2; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from

providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.

- 7.3 **Injunction**. The Receiving Party agrees that breach of this Section 7 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 7.4 **Return**. Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 7.5 **Third Party Hack**. Contractor shall not be liable for any breach of this Section 7 resulting from a hack or intrusion by a third party into Client's network or information technology systems.. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 7 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.
- 7.6 **Retained Custody of Ballots**. The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.
- 7.7 **Survival**. This Section 7 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 7 shall survive for as long as such Confidential Information remains in such party's possession.

8 NO SOLICITATION

Contractor and Client agree that neither party will, at any time within twelve (12) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 8 will be substantial, but difficult to ascertain. Accordingly, the

party that breaches Article 8, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

9 MUTUAL NON-COMPETITION

This section is deleted.

10 DATA PROTECTION

10.1 **Applicability.** This Article 10 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.

(a) Client is specifically not transmitting to Contractor any specific underlying personal information which could be defined or construed as personal data. Client is only transmitting to Contractor naturally deidentified digital images for processing.

10.2 **Definitions.** For purposes of this Article 10:

(a) "Personal Data" means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.

(b) "Privacy Laws" means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.

10.3 **Contractor's Obligations.** Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of any Personal Data. Contractor shall process Personal Data only in accordance with Client's reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor's rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client's

complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client's instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.

- 10.4 **Disclosures**. Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client's reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (ii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.
- 10.5 **Demonstrating Compliance**. Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor's compliance with its obligations under this Agreement.
- 10.6 **Liability and Costs**. Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor's agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

11 DATA RETENTION

- 11.1 **End Client Data**. Except as is required by Section 11.2, End Client Data (and data belonging to any agency or political subdivision of the State of Arizona) shall be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Client Data is required.
- 11.2 **Client's Intellectual Property and Confidential Information**. All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media) shall be removed from all Contractor controlled systems as soon as

it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 15, the Parties shall provide to each other documents and information that are reasonably necessary to the defence of any third party's claims arising out of or related to the subject matter of this Agreement.

12 REPRESENTATIONS AND WARRANTIES

12.1 **Representations and Warranties of Client.** Client represents and warrants to Contractor as follows:

- (a) **Organization; Power.** As of the Effective Date, Client (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) **Authorized Agreement.** This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) **No Default.** Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

12.2 **Representations and Warranties of Contractor.** Contractor represents and warrants to Client as follows:

- (a) **Organization; Power.** As of the Effective Date congruent with the signing of this Agreement, Contractor (i) is a specific limited liability company, duly organized, validly existing and in good standing under the Laws of the State of Utah, and (ii) has full corporate power to own, lease, license and operate its assets, its Intellectual Property and to conduct its business as currently conducted and to enter into the Agreement.
- (b) **Authorized Agreement.** This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

12.3 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules, and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner. However, certain aspects of Contractor's work and work product are unique and performed in accordance, reporting, and publishing standards established by the Contractor as outlined in Exhibit 1, Form of Statement of Work.
- (d) Contractor and its agents have all been screened using the criteria set forth in Exhibit 2 of the Senate MSA and possess the necessary qualifications, expertise, and skills to perform the Services;
- (e) Contractor handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.

13 LIMITATION OF LIABILITY

EXCEPT FOR ITS INDEMINIFICATION OBLIGATIONS UNDER ARTICLE 15, IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 13, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 15 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 8, LIABILITY TO CLIENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

14 DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED, RESULTS, OR ANALYTICAL OUTCOMES UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

15 INDEMNIFICATION

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors, and agents.

- 15.1 **Mutual General Indemnity**. Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or wilful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.
- 15.2 **Contractor Indemnity**. Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable

and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor's gross negligence or wilful misconduct ("Indemnified Claims"). If an Indemnified Claim under this Section 14.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 14.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client's behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).

15.3 **Client Indemnity**. Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation that (i) the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); or (ii) asserting that any action undertaken by Client in connection with Contractor's performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

15.4 **Indemnification Procedures.** The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defence or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defence or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

15.5 This Article 15 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 15 shall survive any expiration or termination of the Agreement.

16 DISCLOSURE OF UNKNOWN SCIENTIFIC RESULTS

16.1 Neither party can predict the final forensic or analytical outcome of this Agreement. There is no way to predict the outcome of any final empirical results. Once the Contractor's obligations are fulfilled pursuant to Exhibit 1 Form of Statement of Work other entities shall responsible for interpreting the final results of such scientific evidence presented within the Contractor's Technology Report and Official Analysis Report. No specific results are guaranteed or implied.

17 FORCE MAJEURE

Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, legal authority or act, civil disturbances, fire, acts of God, acts of public enemy, compliance with

any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.

- 17.1 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

18 GENERAL

- 18.1 **Independent Contractors-No Joint Venture.** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture, or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power, or authority (express or implied) to create any duty or obligation of the other Party.
- 18.2 **Entire Agreement, Updates, Amendments and Modifications.** The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections, and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.
- 18.3 **Waiver.** No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof.
- 18.4 **Severability.** If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 18.5 **Cooperation in Defence of Claims.** The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding

this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such claims, actions or allegation, provided that neither party shall be obligated to incur any expense thereby.

- 18.6 **Counterparts.** The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 18.7 **Binding Nature and Assignment.** The Agreement will be binding on the Parties and their respective successors and permitted assigns. With the exception of rights inuring to the End Client, neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 18.8 **Notices.** Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 18.8 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 18.8.

Notice to Client:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Contractor:

423 Catkins Maize, LLC

In Care of: Attorney Steve Green

Richardson Koudelka, LLP,

Two Turtle Creek,

3838 Oak Lawn,

Ste. 450,

Dallas, Texas 75219,

Email: sgreen@rklawtexas.com

18.9 **No Third-Party Beneficiaries.** With the exception of the End Client, the Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

18.10 **Dispute Resolution.** The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, "Dispute" and collectively "Disputes"). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties' respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute ("Five-Day Meeting").

- a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.
- b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Florida which shall be the exclusive forum for the resolution of any claim or defence arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred in any such action.


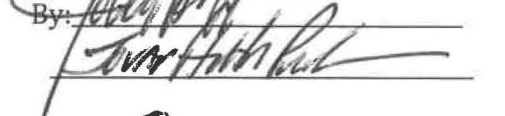
18.11 Governing Law. All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action, or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.

18.12 Rules of Construction. Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word “including” and words of similar import shall mean “including, without limitation,” (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:

Contractor: 423 Catkins Maize, LLC

By: 


Title: 

Accepted by:

Client: Cyber Ninjas, Inc.

By:  _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the "Statement of Work") is effective as of as of the 6th day of May, 2021 (the "Effective Date"), between Cyber Ninjas, Inc., a Florida Corporation, (the "Client"), and 423 Catkins Maize, LLC, (the "Contractor"), and is deemed to be incorporated into that certain Master Service Agreement dated (the "Master Agreement") [insert date] by and between Contractor and Client (collectively, this Statement of Work and the Master Agreement are referred to as the "Agreement").

1 GENERAL PROVISIONS

- 1.1 **Introduction.** The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the "Deviations from Terms of the Master Agreement" Schedule hereto. In the event of a conflict between the provisions of this Statement of Work and the Master Agreement, the provisions of Section 2.4 of the Master Agreement shall control such conflict.
- 1.2 **Definitions.** Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 **Services.** Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

- 2.1 Contractor shall provide the following Reports and Analysis based on the digital images and information provided by Client to Contractor:
- (a) On-Site Operation Analysis and Comparable and Cross Confirm Audit Report**
- a. Comparative analysis report of the finding documented on paper during the on-site audit as it relates to specific items to be manually checked on behalf of Contractor - to the Kinematic Artifact Detection Analysis performed by the Contractor**
- (b) On-Site Analysis Report of Visual Findings**

- a. Our - as a third party- analysis of the findings documented on paper during the on-site audit as it relates to specific items to be manually checked on behalf of Contractor
- (c) Ballot Number Analysis Report**
 - a. Report on ballot sequencing events (if ballot numbers can be obtained) to discover any irregular processing and tally patterns - if they exist
- (d) Ballot Cast Analysis Report**
 - a. Overall report of the Kinematic Artifact Detection analysis of the ballots imaged on-site and report on whether they meet the printing rhythm standards set for all elections, inclusion in out of sequence irregularities
- (e) Vote Cast Analysis Report**
 - a. Overall report of the Kinematic Artifact Detections tallying of the votes represented on the image of the ballots
- (f) Texture and/or Fiber Analysis Report**
 - a. Overall report, based on the quality and integrity of the images provided by the client, as to the “data bin” analysis of the various textures and/or fiber patterns of the ballots. Used to ascertain how many different papers were potentially used to print the ballots
- (g) Frequency or Duplication Analysis Report**
 - a. Overall report on any and all duplicate ballots found and where those duplicate ballots occur within a frequency report. This report is designed to reveal batch loading and tallying of duplicated ballots with locked print rhythms
- (h) Ballot Format Analysis and Report**
 - a. Overall report of the sizing of the ballots and did they confirm with local, state and federal election standards
- (i) Mail-In Human Dynamics Analysis and Report**
 - a. Overall report detailing what votes were cast by human hand and what votes were cast by machine imprint. This report is to be checked against the mail in ballots and any spoils within those ballots. All mail-in ballots should be bycast by human hand. If not cast by human hand in mail-in ballots then only can be accounted for by legal spoiled ballot and any non human marked would be considered fraudulent

(j) Printer and Print Manufacture Variance Analysis Report

- a. Overall detection report based on the mechanical features of the ballots when they were legally printed (such as checking for folds and imprinting processes). Any legal mail-in ballot should reflect mechanical fold marks if it were to be legally mailed (unless it is a replacement spoiled ballot)

(k) Discrepancy Analysis and Report

- a. Charting and detailing all Kinematic Artifact Detection analysis and how they cross correlate to each other and what they disclose

(l) Independent Cross Confirming Forensic Analysis Report of Findings

- a. Third party independent review of specific samples and findings for cross confirmation from a Forensic Document Examination Review

3 TECHNICAL METHODOLOGY

3.1 Client will capture, provide, and transmit to Contractor the following digital files, images, reports, documentation, and materials so Contractor can perform its services.

(a) Digital Ballot Image (DBI) at maximum resolution possible, in the single largest format file available, of each Ballot cast and audited by Cyber Ninja's for the 2020 General Election held in Maricopa County, Arizona

- i. Each DBI will be captured with a Cannon EOS Camera with the appropriate lens, in a manner to not have light interference or obstruction of shadows from the on-site facilities

- ii. Each ballot, when photographed, must have placed on it, in a set non-printed area of the ballot (and the same consistent spot for every single

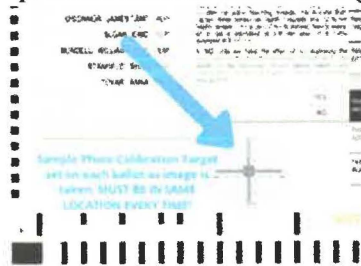


image captured) a fixed optical calibration scale for calibrating the computer vision and image detection systems. This non-permanent marking/calibration device will become part of the permanent DBI record.

- iii. Each DBI file name for the ballot images must coincide with the agreed and most current Ballot Indexing Nomenclature as previously agreed upon and attached hereto

- iv. Each Ballot Indexing Nomenclature must coincide with the agreed and most current Colour Coded Table and Process Structures as previously agreed

upon and attached hereto so that each DBI can be properly accounted for, tracked and data reports run as a result of the Ballot Indexing Nomenclature

3.2 Client will capture, provide, and transmit to Contractor the following high magnification images taken with a portable hand-held digital microscope:

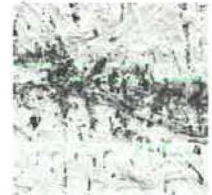
(a) Digital High Magnification Images (DMI) of the *Presidential Voted Oval* (or landmark) (DMI-V) for the Ballot (see sample). This sample must be captured at the highest possible resolution and each sample from each ballot must be digitized at the same zoom and resolution.



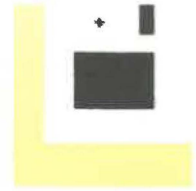
- i. Each Digital Magnification Image (DMI-V) must be taken in the same order as each ballot is digitally photographed and the voted oval must be centre of the DMI-V
- ii. Each DMI-V must be able to be cross correlated back to the original DBI and its exact Ballot Indexing Nomenclature. This can be provided in the form of meta data files, OCR, or readable text files
- iii. The *Presidential Voted Oval* DMI-V must be indexed and recorded in its specific Ballot Indexing Nomenclature and provided to Contractor for both the (i) On-Site Operation Analysis and Comparable and Cross Confirm Audit Report, and (ii) On-Site Analysis Report of Visual Findings
- iv. The documented physical report of the *President Voted Oval* will be utilized as a cross-checking audit process

(b) In addition to the DMI-V and additional two (2) images will be taken on-site with the taken with a portable hand-held digital microscope:

- i. An additional DMI-F Image (Digital High Magnification Images of the Ballot's Fiber Makeup) will be taken to with the same standards and specifics as detailed in 3.2.a above, but must be taken from a section of the ballot which shows at least some print or line, but the photo is 90% white ballot surface area



- ii. An additional DMI-C Image (Digital High Magnification Images of the Ballot's Corner Cut) will be taken to with the same standards and specifics as detailed in 3.2.a above but must be taken from the extreme lower left-hand corner of the ballot detailing on the left-hand side of the photo the 90% angle of the left side of the ballot and the bottom cut edge of the ballot. The tip of the right angle of these two sides should be at approximately left 1/3 side of the total image taken



(c) If time allows a third DMI may be taken (at the sole option of the on-site digital collection team) of the following:

- i. An optional DMI-UV (Digital High Magnification Images of a set ballot section under the UV lights of the capture device)
- ii. All DMI capture rules from above apply to the standards for capturing this DMI-UV

CRITICAL NOTICE: These DMI images must be taken in the following order each and every time so as not to confuse the cross correlation and Ballot Indexing Nomenclature needed to successfully run reports and cross verify and audit results:

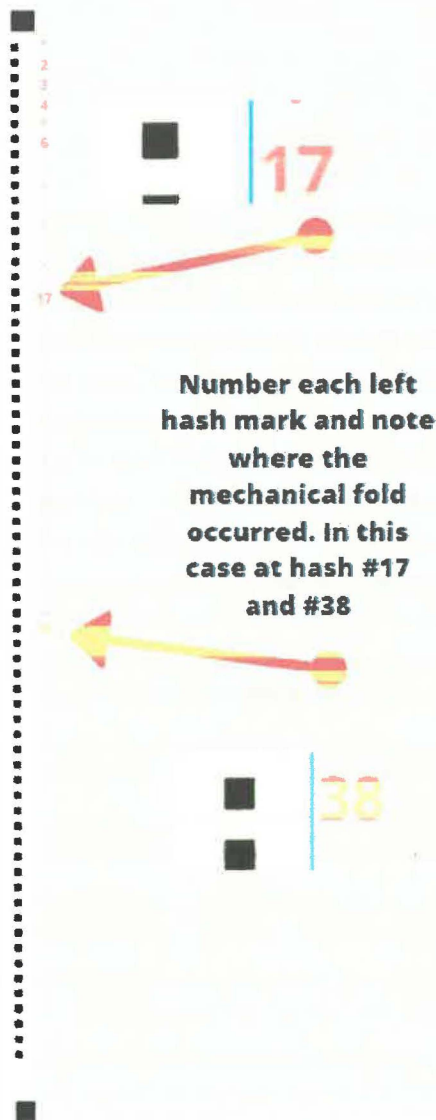
1. **1st High Magnification Capture is the DMI-V**
2. **2nd High Magnification Capture is the DMI-F**
3. **3rd High Magnification Capture is the DMI-C**
4. **OPTIONAL 4th High Magnification Capture is the DMI-UV**

(d) Cyber Ninja's must provide copies of the written reports for cross correlation and verification including such critical observational data (which will be cross correlated to the Digital Image Files and Data Reports) of the following:

- a. Notation of IF the voted Presidential Vote Oval appears to be human marked by hand, or if it appears to be a machine printed vote. Designation will be human or machine.
- b. Individual Ballot Paper Digital Calliper Readings measuring the thickness of the Ballot
- c. Notation if the Ballot has been folded (as in a legally mail-in ballot). Designation will either be folded or not folded.

i. CRITICAL INFORMATION NEEDED:

On the first few obviously mail-in ballots encountered it is imperative to capture a “machine target area” for detailed analysis by computer vision. What we are looking for is where the “authorised and legal mail-in ballots were machine folded). This is ascertained by numbering the LEFT hash marks and then noting where the TWO folds occurred (see example photo). In some states there are 3 folds FYI.



4 PERSONNEL

4.1 Our company is not providing any personnel on-site, therefore no need for security or clearance since all our work is virtual and personal data de-identified.

5 DELIVERABLE MATERIALS

5.1 Physical Published Reports (which can be ordered in unlimited distribution copies) will be formatted and bound for the following:

- (a) **On-Site Operation Analysis and Comparable and Cross Confirm Audit Report**
- (b) **On-Site Analysis Report of Visual Findings**
- (c) **Ballot Number Analysis Report**
- (d) **Ballot Cast Analysis Report**
- (e) **Vote Cast Analysis Report**
- (f) **Texture and/or Fiber Analysis Report**
- (g) **Frequency or Duplication Analysis Report**
- (h) **Ballot Format Analysis and Report**
- (i) **Mail-In Human Dynamics Analysis and Report**
- (j) **Printer and Print Manufacture Variance Analysis Report**
- (k) **Discrepancy Analysis and Report**
- (l) **Independent Cross Confirming Forensic Analysis Report of Findings**

Client will be provided with 10 Physical Bound Copies of each Published Report. Additional copies can be ordered for cost of publishing each report.

6 COMPLETION CRITERIA

6.1 TIMING IS URGENT – To expedite this service and its report Contract is requesting ½ of the total fixed fee up from due to the massive amounts of custom programming and formatting systems specific to the Maricopa County, Arizona 2020 General Election Ballots. This payment expedites the input, analyzation, forensics, and official reporting as defined.

7 FEES / TERMS OF PAYMENT/ DISCOUNT (IF ANY APPLIED)

With discounts applied the total fee for Services is fixed at: **\$210,000.00 (Two Hundred Ten Thousand Dollars)** to be paid as follows.

Terms are payment in full upon execution of the Agreement, i.e., \$210,000.00 (Two Hundred Ten Thousand Dollars.

Payments and any amount due will be submitted to the offices of Attorney Steve Green – Legal Trust Account at Richardson Koudelka, LLP, Two Turtle Creek, 3838 Oak Lawn, Ste. 450, Dallas, Texas

75219, for payments made to 423 Catkins Maize, LLC; may be made via direct deposit to an account provided by Attorney Steve Green of Richardson Koudelka. As noted in the MSA, any payment of fees is subject to the receipt by Client of sufficient donated funds to pay such fees to Contractor.

8 TERM/PROJECT SCHEDULE

ALL REPORTS FROM CONTRACTOR WILL BE DUE TO CLIENT NO LATER THAN THIRTY DAYS FROM THE DATE OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT IF THE ARIZONA STATE SENATE EXTENDS THE DUE DATE FOR DELIVERY OF CLIENT'S REPORT UNDER THE SENATE MSA, THE DUE DATE FOR CONTRACTOR'S DELIVERY WILL BE EXTENDED THE SAME NUMBER OF DAYS.

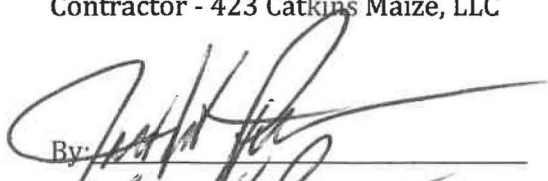
9 SIGNATURE & ACKNOWLEDGEMENT

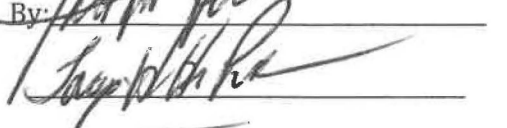
THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor - 423 Catkins Maize, LLC

By: 



Title: _____

Accepted by:

Client: Cyber Ninjas, Inc.

By:  _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 2. FORM OF NONDISCLOSURE SUBCONTRACT

Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc., as part of its audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the "Audit").
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or various images of ballots (whether in their original, duplicated, spoiled, or another form) and tally sheets (collectively, the "Confidential Information").
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc. and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc and the Arizona Senate.
6. I further understand that all raw image materials or information I examine during the course of my work on the Audit, have never been and shall never be my own intellectual property.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit, injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

Signature:



Printed Name:

Jane Doe

Date:

05/06/2021



Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the “Master Agreement”) is entered into as of the 28th day of July, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and EchoMail, Inc., a Delaware Corporation (the “Contractor”). Client and Contractor are referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the consulting and/or professional services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor’s consulting and/or professional services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the “Agreement.”

2 STRUCTURE OF AGREEMENT.

- 2.1 Components of the Agreement. The Agreement consists of:
- (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
 - (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
 - (c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.
- 2.2 Definitions. All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.
- 2.3 Statement(s) of Work. The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, “Exhibit 1-Form of Statement of Work”, with such additions, deletions and modifications as the Parties may agree.
- 2.4 Deviations from Agreement, Priority. In the event of a conflict, the terms of the Statements of Work shall be governed by the terms of this Master Agreement, unless an applicable Statement of Work expressly and specifically notes the deviations from the terms of this Master Agreement for the purposes of such Statement of Work.

3 TERM AND TERMINATION.

- 3.1 Term of Master Agreement. The Term of the Master Agreement will begin as of the Effective Date and shall continue until terminated as provided in Section 3.3 (the “Term”).
- 3.2 Term of Statements of Work. Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the “Service Term”). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 Termination of Master Agreement. Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 Termination of Statement of Work by Client. A Statement of Work may be terminated by Client, for any reason other than Contractor’s breach, upon fourteen (14) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts for any amounts due for Services performed through the effective termination date. (iii) In the case of fixed price work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor an amount that will be determined on a pro-rata basis computed by dividing the total fee for the Service by the number of days required for completion of the Services and multiplying the result by the number of working days completed at the effective date of termination.
- 3.5 Termination for Breach. Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of seven (7) days following written notice of default. If Client terminates the Agreement and/or any Statement of Work as a result of Contractor’s breach, then to the extent that Client has prepaid any fees for Services, Contractor shall refund to Client any prepaid fees on a pro-rata basis to the extent such fees are attributable to the period after such termination date.
- 3.6 Effect of Termination. Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement, including all Services rendered under the terminated Statement of Work up to the effective date of the termination; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the “Escrow”), provided that, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES.

4.1 Definitions.

- (a) “End Client” shall mean any 3rd party on whose systems, premises, data or similar that the Consultant is performing the work for on behalf of the Client.
- (b) “Services” shall mean consulting, training or any other professional services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) “Work Product” shall mean any deliverables which are created, developed or provided by Contractor in connection with the Services pursuant to a Statement of Work, excluding any Contractor’s Intellectual Property.
- (d) “Contractor’s Intellectual Property” shall mean all right, title and interest in and to the Services, including, but not limited to, all inventions, skills, know-how, expertise, ideas, methods, processes, notations, documentation, strategies, policies, reports (with the exception of the data within the reports, as such data is the Client’s proprietary data) and computer programs including any source code or object code, (and any enhancements and modifications made thereto), developed by Contractor in connection with the performance of the Services hereunder and of general applicability across Contractor’s customer base. For the avoidance of doubt, the term shall not include (1) the reports prepared by Contractor for Client (other than any standard text used by Contractor in such reports) pursuant to this Agreement or any Statement of Work, which shall be the exclusive property of Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976, as amended; and (2) any data or process discovered on or obtained from the Dominion devices that will be the subject of the forensic review.

4.2 Obligation to Provide Services. Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

4.3 Contractor’s Performance. Contractor will perform the Services set forth in each Statement of Work. using personnel that have the necessary knowledge, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner, consistent with industry standards applicable to the performance of such Services.

4.4 Client’s Obligations. Client acknowledges that Contractor’s performance and delivery of the Services are contingent upon: (i) Client providing full access to such information as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work including access to its personnel, facilities, equipment, hardware, network and information, as applicable; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor’s performance of the Services. Contractor will be excused from its failure to perform its obligations under this Agreement to the extent such failure is caused by Client’s delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.

- 4.5 Location of Services. Contractor shall provide the Services at the site designated in the applicable Statement of Work.
- 4.6 Status Reports. Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.7 New Services. During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing and shall also become a “Service” and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.8 Change of Services. “Change of Services” means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.

The following process is required to effectuate a Change of Services by either Party:

- (a) A Project Change Request (“PCR”) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
- (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
- (c) Contractor and Client will mutually agree upon any additional fees for such investigation, if any. If the investigation is authorized, the Client project manager will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.
- (d) Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a written addendum to the Statement of Work must be signed by both Parties to authorize implementation of the investigated changes. that specifically identifies the portion of the Statement of Work that is the subject of the modification or amendment and the changed or new provision(s) to the Statement of Work.
- 4.9 End Client Requirements. If Contractor is providing Services for Client that is intended to be for the benefit of a customer of Client (“End Client”), the End Client should be identified in an applicable Statement of Work. The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.
- 4.10 Client Reports; No Reliance by Third Parties. Contractor will provide those reports identified in the applicable Statement of Work (“Client Report”). The Client Report is prepared uniquely and exclusively for Client’s sole use. The provision by Client of any Client Report or any information therein to any third party shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct,

indirect, consequential, incidental, special, exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof.

- 4.11 Acceptance Testing. Unless otherwise specified in a Statement of Work, Client shall have a period of fourteen (14) days to perform Acceptance Testing on each deliverable provided by Contractor to determine whether it conforms to the Specifications and any other Acceptance criteria (collectively as the “Acceptance Criteria”) stated in the Statement of Work. If Client rejects the deliverable as non-conforming, unless otherwise agreed to by the parties, Contractor shall, at its expense, within fourteen (14) days from the date of notice of rejection, correct the deliverable to cause it to conform to the Acceptance Criteria and resubmit the deliverable for further Acceptance testing in accordance with the process specified in this Section 4.15. In the event that the deliverable does not conform to the Acceptance Criteria after being resubmitted a second time, Client, may at its option, (i) provide Contractor with another fourteen (14) days to correct and resubmit the deliverable or (ii) immediately terminate the Statement of Work and obtain a refund of any amounts paid for the non-conforming Services pursuant to the applicable Statement of Work.

5 FEES AND PAYMENT TERMS.

- 5.1 Fees. Client agrees to pay to Contractor the fees for the Services in the amount as specified in the applicable Statement of Work.
- 5.2 Invoices. Contractor shall render, by means of an electronic file, an invoice or invoices in a form containing reasonable detail of the fees incurred in each month. Upon completion of the Services as provided in the Statement of Work, Contractor shall provide a final invoice to Client. Contractor shall identify all taxes and material costs incurred for the month in each such invoice. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 5.3 Payment Terms. All invoices are due upon receipt. Payment not received within 30 days of the date of the invoice is past due. Contractor reserves the right to suspend any existing or future Services when invoice becomes thirty (30) days past due. Client shall pay 1.5% per month non-prorated interest on any outstanding balances in excess of thirty days past due. If it becomes necessary to collect past due payments, Client shall be responsible for reasonable attorney fees required in order to collect upon the past-due invoice(s).
- 5.4 Taxes. The applicable Statement of Work shall prescribe the parties’ respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor’s performance of any Statement of Work, including any interest or penalties.

6 PERSONNEL.

- 6.1 Designated Personnel. Contractor shall assign employees that are critical to the provision and delivery of the Services provided (referred to herein as “Designated Personnel”) and except as provided in this Article 6, shall not be removed or replaced at any time during the performance of Services in a Statement of Work, except with Client’s prior written consent.
- 6.2 Replacement of Designated Personnel by Contractor. Notwithstanding the foregoing, if any Designated Personnel becomes unavailable for reasons beyond Contractor’s reasonable control or Designated Personnel’s professional relationship with Contractor terminates for any reason, Contractor may replace the Designated Personnel with a similarly experienced and skilled employee. In such event, Contractor shall provide immediate notification to Client of a change in a Designated Personnel’s status.
- 6.3 Replacement of Designated Personnel by Client. In the event that Client is dissatisfied for any reason with any Designated Personnel, Client may request that Contractor replace the Designated Personnel by providing written notice to Contractor. Contractor shall ensure that all Designated Personnel are bound by the terms and conditions of this Agreement applicable to their performance of the Services and shall be responsible for their compliance therewith.
- 6.4 Background Screening. Contractor shall have performed the background screening described in Exhibit 2 (Background Screening Measures) on all of its agents and personnel who will have access to Client Confidential Information prior to assigning such individuals or entities to provide Services under this Agreement.

7 PROPRIETARY RIGHTS.

- 7.1 Client’s Proprietary Rights. Client represents and warrants that it has the necessary rights, power and authority to transmit Client Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client’s (and/or the End Client, if applicable) data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor’s provision of the Services (Client’s data and Client’s End User’s data, collectively, the “Client Data”); (iii) all intellectual property of Client (“Client’s Intellectual Property”) that may be made available to Contractor in the course of providing Services under this Agreement.
- 7.2 License to Contractor. This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client Data or any associated Client’s Intellectual Property. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client Data and any associated Client’s Intellectual Property to perform the Services during the Term hereof. Contractor’s permitted license to use the Client Data and Client’s Intellectual Property is subject to the confidentiality obligations and requirements for as long as Contractor has possession of such Client Data and Intellectual Property.

7.3 Contractor’s Proprietary Rights. As between Client and Contractor, Contractor owns all right, title and interest in and to the Services, including, Contractor’s Intellectual Property. Except to the extent specifically provided in the applicable Statement of Work, this Agreement does not transfer or convey to Client or any third party any right, title or interest in or to the Services or any associated Contractor’s Intellectual Property rights, but only grants to Client a limited, non-exclusive right and license to use as granted in accordance with the Agreement. Contractor shall retain all proprietary rights to Contractor’s Intellectual Property and Client will take no actions which adversely affect Contractor’s Intellectual Property rights. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, all documents, information, materials, devices, media, and data relating to or arising out of the administration of the November 3, 2020 general election in Arizona, including but not limited to voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client or of the applicable political subdivision or governmental entity, and Contractor shall have no right or interest whatsoever in such documents, information, materials, or data.**

8 NONDISCLOSURE.

8.1 Confidential Information. “Confidential Information” refers to any information one party to the Agreement discloses (the “Disclosing Party”) to the other (the “Receiving Party”). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to, business information and concepts, marketing information and concepts, financial statements and other financial information, customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, strategic and marketing plans, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs, market data; digital information, digital media, and any and all electronic data, information, and processes stored on the End Client servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party’s possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party’s improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

- 8.2 Nondisclosure Obligations. The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 3; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.
- 8.3 Injunction. The Receiving Party agrees that breach of this Article 8 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 8.4 Return. Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 8.5 Third Party Hack. Contractor shall not be liable for any breach of this Section 8 resulting from a hack or intrusion by a third party into Client's network or information technology systems unless the hack or intrusion was through endpoints or devices monitored by Contractor and was caused directly by Contractor's gross negligence or wilful misconduct. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 8 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.
- 8.6 Retained Custody of Ballots. The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.

8.7 Survival. This Section 8 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 8 shall survive for as long as such Confidential Information remains in such party's possession.

9 NO SOLICITATION.

Contractor and Client agree that neither party will, at any time within twelve (24) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 9 will be substantial, but difficult to ascertain. Accordingly, the party that breaches this Article 9, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

10 NON-COMPETITION.

Contractor agrees that during the term of this Agreement and for a period of twelve (24) months thereafter, Contractor will not attempt to sell any of Contractor's services directly to any of Client's Customers. For purposes of this Agreement, Client's Customer means a customer of Client whereby: (i) the relationship Contractor has with the Customer is established directly through Client's introduction to Client's Customer; (ii) the first time Contractor performed work on behalf of Client's Customer is a by-product of the Services provided to Client and Customer's relationship with the Client; or (iii) Contractor first learns of Client's Customer's need for Contractor's services through information obtained from Client.

In the event that Contractor is engaged by or performs work for one of Client's Customers that Contractor already has a prior business relationship with, Contractor shall be required to disclose such relationship to Client no more than (7) days from the date that Contractor becomes aware of the potential conflict-of-interest. Failure to reasonably disclose Contractor's prior relationship with Client's Customer would result in any subsequent work for the mutual Customer to fall under the terms of this Non-Competition provision.

11 DATA PROTECTION

- 11.1 Applicability. This Article 11 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.
- 11.2 Definitions. For purposes of this Article 11:
- (a) “Personal Data” means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.
 - (b) “Privacy Laws” means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.
- 11.3 Contractor’s Obligations. Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data. Contractor shall process Personal Data only in accordance with Client's reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor's rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client's complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client's instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.
- 11.4 Disclosures. Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client’s reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (ii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.
- 11.5 Demonstrating Compliance. Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor’s compliance with its obligations under this Agreement.
- 11.6 Liability and Costs. Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor’s agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

12 DATA RETENTION

12.1 End Customer Data. Except as is required by Section 15.4, End Customer Data should be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Customer Data is required.

12.2 Client's Intellectual Property and Confidential Information. All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media) shall be removed from all Contractor controlled systems as soon as it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party's claims arising out of or related to the subject matter of this Agreement.

13 REPRESENTATIONS AND WARRANTIES.

13.1 Representations and Warranties of Client. Client represents and warrants to Contractor as follows:

- (a) Organization; Power. As of the Effective Date, Client (i) is a [Client Entity], duly organized, validly existing and in good standing under the Laws of the State of [Client State], and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

13.2 Representations and Warranties of Contractor. Contractor represents and warrants to Client as follows:

- (a) Organization; Power. As of the Effective Date, Contractor (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

13.3 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner consistent with industry best standards;
- (d) Contractor and its agents possess the necessary qualifications, expertise and skills to perform the Services;
- (e) Contractor and all individuals handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.
- (f) Services requiring code review will be sufficiently detailed, comprehensive and sophisticated so as to detect security vulnerabilities in software that should reasonably be discovered given the state of software security at the time the Services are provided;
- (g) Contractor shall ensure that the Services (including any deliverables) do not contain, introduce or cause any program routine, device, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door, that may delete, disable, deactivate, interfere with or otherwise harm software, data, hardware, equipment or systems, or that is intended to provide access to or produce modifications not authorized by Client or any known and exploitable material security vulnerabilities to affect Client's systems (collectively, "Disabling Procedures");
- (h) If, as a result of Contractor's services, a Disabling Procedure is discovered by Contractor, Contractor will promptly notify Client and Contractor shall use commercially reasonable efforts and diligently work to eliminate the effects of the Disabling Procedure at Contractor's expense. Contractor shall not modify or otherwise take corrective action with respect to the Client's systems except at Client's request. In all cases, Contractor shall take immediate action to eliminate and remediate the proliferation of the Disabling Procedure and its effects on the Services, the client's systems, and operating environments. At Client's request, Contractor will report to Client the nature and status of the Disabling Procedure elimination and remediation efforts; and
- (i) Contractor shall correct any breach of the above warranties, at its expense, within fourteen (14) days of its receipt of such notice. In the event that Contractor fails to correct the breach within the specified cure period, in addition to any other rights or remedies that may be available to Client at law or in equity, Contractor shall refund all amounts paid by Client pursuant to the applicable Statement of Work for the affected Services.

14 LIMITATION OF LIABILITY.

IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 14, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 16 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 9, LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

15 DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

16 INDEMNIFICATION.

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors and agents.

- 16.1 Mutual General Indemnity. Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or wilful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.

- 16.2 Contractor Indemnity. Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor's gross negligence or wilful misconduct ("Indemnified Claims"). If an Indemnified Claim under this Section 16.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement will refund any pre-paid fees on a pro-rata basis for the allegedly infringing Services that have not been performed or provided. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 16.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client's behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).
- 16.3 Client Indemnity. Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation: (i) that the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); (ii) asserting that any action undertaken by Contractor in connection with Contractor's performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor; (iii) the use by Client or any of the Client Indemnified Parties of Contractor's reports and deliverables under this agreement; and (iv) arising from a third party's reliance on a Client Report, any information therein or any other results or output of the Services. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

16.4 Indemnification Procedures. The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defense or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defense or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

This Article 16 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 16 shall survive any expiration or termination of the Agreement.

17 FORCE MAJEURE

- 17.1 Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.
- 17.2 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

18 INSURANCE

During the of the Agreement Term, Contractor shall, at its own cost and expense, obtain and maintain in full force and effect, the following minimum insurance coverage: (a) commercial general liability insurance on an occurrence basis with minimum single limit coverage of \$2,000,000 per occurrence and \$4,000,000 aggregate combined single limit; (b) professional errors and omissions liability insurance with a limit of \$2,000,000 per event and \$2,000,000 aggregate; Contractor shall name Client as an additional insured to Contractor's commercial general liability and excess/umbrella insurance and as a loss payee on Contractor's professional errors and omissions liability insurance and Contractor's employee fidelity bond/crime insurance, and, if required, shall also name Client's End Customer. Contractor shall furnish to Client a certificate showing compliance with these insurance requirements within two (5) days of Client's written request. The certificate will provide that Client will receive ten (10) days' prior written notice from the insurer of any termination of coverage.

19 GENERAL

- 19.1 Independent Contractors-No Joint Venture. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party.
- 19.2 Entire Agreement, Updates, Amendments and Modifications. The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.
- 19.3 Waiver. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- 19.4 Severability. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 19.5 Cooperation in Defense of Claims. The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such claims, actions or allegation; provided that neither party shall be obligated to incur any expense thereby.

- 19.6 Counterparts. The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 19.7 Binding Nature and Assignment. The Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 19.8 Notices. Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 19.7 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 19.7.

Notice to Client:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Contractor:

EchoMail, Inc.
ATTN: Legal Department
701 Concord Avenue
Cambridge, MA 02138

Email: manju@echomail.com

- 19.9 No Third-Party Beneficiaries. The Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

- 19.10 Dispute Resolution. The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, “Dispute” and collectively “Disputes”). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties’ respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute (“Five-Day Meeting”).
- a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.
 - b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Maricopa County, Arizona which shall be the exclusive forum for the resolution of any claim or defense arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs incurred in any such action.
- 19.11 Governing Law. All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.
- 19.12 Rules of Construction. Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word “including” and words of similar import shall mean “including, without limitation,” (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:

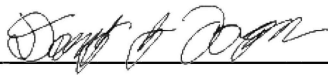
Contractor: EchoMail, Inc.

By:  _____
Dr. Shiva Ayyadurai

Title: Chairman & CEO

Accepted by:

Client: Cyber Ninjas, Inc.

By:  _____
Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the “Statement of Work”) is effective as of as of the 28th day of July, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and EchoMail, Inc., a Delaware Corporation (the “Contractor”), and is deemed to be incorporated into that certain Master Service Agreement dated (the “Master Agreement”) July, 28th, 2021 by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the “Agreement”).

1 GENERAL PROVISIONS

- 1.1 **Introduction.** The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the “Deviations from Terms of the Master Agreement” Schedule hereto. In the event of a conflict between the provisions of this Statement of Work and the Master Agreement, the provisions of Section 2.4 of the Master Agreement shall control such conflict.
- 1.2 **Definitions.** Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 **Services.** Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

Description: EchoMail® Business Intelligence (BI) analysis of Dominion generated ballot images for Arizona State Senate audit of November 2020 elections.

Scope: Employ EchoMail BI to analyse up to 2,100,000 ballot images produced by Dominion Systems electronic voting machines, from the November 2020 elections for the Arizona State Senate, to determine if the tabulation of results using EchoMail matches with the results reported in the Cast Vote Records (“CVR”) by Dominion.

3 TECHNICAL METHODOLOGY

Client will provide Contractor the following data:

- 1) Ballot images from Dominion in a widely used digital format;
- 2) Cast Vote Records ("CVR") by Dominion for each ballot image;
- 3) PDF Examples of each ballot image type; and,
- 4) Batches of Ballot Images will have their ballot type in the CVR

Contractor will perform the following processing on each ballot image per ballot type:

- 1) Use meta-data provided by Client to identify the Presidential and Federal races on ballot image;
- 2) Pre-process i.e. auto-align, size calibrate, etc. the ballot image
- 3) Identify choices for Presidential and Federal races (US Senate and US House of Representatives) ONLY
- 4) Store results in relational database for reporting and analysis
 - a. All results will be tallied to the batch level allowing easy tallying of the results.
 - b. "Batch level" is defined as _____

4 PERSONNEL

1. IT Staff – Two (2)
2. Software Engineer – Two (2)
3. Project Manager – One (1)
4. Administrative Assistant – One (1)

5 DELIVERABLE MATERIALS

The Work Product shall be:

- 1) EchoMail BI tabulated counts for each race per ballot type; and,
- 2) Aggregated EchoMail BI tabulated counts for races that span across ballot types

6 COMPLETION CRITERIA


Delivery of Work Product

7 FEES / TERMS OF PAYMENT

The charges for the Services are: \$50,000.00 to be paid as follows:

\$50,000.00 upon execution of the Agreement. Invoicing and terms of payment shall be as provided in Article 5 of the Agreement.

8 TERM/PROJECT SCHEDULE

July 30, 2021 – ~~November 31~~ August 20, 2021 Delivery of Work Product by end date of project is dependent on Contractor receiving all data needed, from Client in a timely fashion. 

9 SIGNATURE & ACKNOWLEDGEMENT

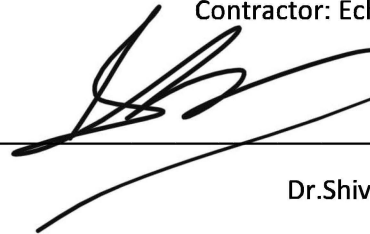
THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor: EchoMail, Inc.

By: _____



Dr. Shiva Ayyadurai

Title: Chairman & CEO

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____



Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 2. BACKGROUND SCREENING MEASURES

The pre-employment background investigations include the following search components for U.S. employees and the equivalent if international employees:

- 10-Year Criminal History Search – Statewide and/or County Level
- 10-Year Criminal History Search – U.S. Federal Level
- Social Security Number Validation
- Restricted Parties List

Criminal History – State-wide or County:

Criminal records are researched in the applicant's residential jurisdictions for the past seven years. records are researched through State-wide repositories, county/superior courts and/or lower/district/municipal courts. Generally, a State-wide criminal record search will be made in states where a central repository is accessible. Alternately, a county criminal record search will be conducted and may be supplemented by an additional search of lower, district or municipal court records. These searches generally reveal warrants, pending cases, and felony and misdemeanor convictions. If investigation and/or information provided by the applicant indicate use of an aka/alias, additional searches by that name must be conducted.

Criminal History – Federal:

Federal criminal records are researched through the U.S. District Court in the applicant's federal jurisdiction for the past seven years. This search generally reveals warrants, pending cases and convictions based on federal law, which are distinct from state and county violations. The search will include any AKAs/aliases provided or developed through investigation.

Social Security Trace:

This search reveals all names and addresses historically associated with the applicant's provided number, along with the date and state of issue. The search also verifies if the number is currently valid and logical or associated with a deceased entity. This search may also reveal the use of multiple social security numbers, AKAs/aliases, and additional employment information that can then be used to determine the parameters of other aspects of the background investigation.

Compliance Database or Blacklist Check:

This search shall include all of the specified major sanctioning bodies (UN, OFAC, European Union, Bank of England), law enforcement agencies, regulatory enforcement agencies, non-regulatory agencies, and high-profile persons (to include wanted persons, and persons who have previously breached US export regulation or violated World Bank procurement procedures including without limitation the lists specified below:

A search shall be made of multiple National and International restriction lists, including the Office of Foreign Asset Control (OFAC) Specially Designated Nationals (SDN), Palestinian Legislative Council (PLC), Defense Trade Controls (DTC) Debarred Parties, U.S. Bureau of Industry and Security Denied Persons List, U.S. Bureau of Industry and Security Denied Entities List, U.S. Bureau of Industry and Security Unverified Entities List, FBI Most Wanted Terrorists List, FBI Top Ten Most Wanted Lists, FBI Seeking Information, FBI Seeking Information on Terrorism, FBI Parental Kidnappings, FBI Crime Alerts, FBI Kidnappings and Missing Persons, FBI Televised Sexual Predators, FBI Fugitives – Crimes Against Children, FBI Fugitives – Cyber Crimes, FBI Fugitives – Violent Crimes: Murders, FBI Fugitives – Additional Violent Crimes, FBI Fugitives – Criminal Enterprise Investigations, FBI Fugitives – Domestic Terrorism, FBI Fugitives – White Collar Crimes, DEA Most Wanted Fugitives, DEA Major International Fugitives, U.S. Marshals Service 15 Most Wanted, U.S. Secret Service Most Wanted Fugitives, U.S. Air Force Office of Special Investigations Most Wanted Fugitives, U.S. Naval Criminal Investigative Services (NCIS) Most Wanted Fugitives, U.S. Immigration and Customs Enforcement (ICE) Most Wanted Fugitives, U.S. Immigration & Customs Enforcement Wanted Fugitive Criminal Aliens, U.S. Immigration & Customs Enforcement Most Wanted Human Smugglers, U.S. Postal Inspection Service Most Wanted, Bureau of Alcohol, Tobacco, and Firearms (ATF) Most Wanted, Politically Exposed Persons List, Foreign Agent Registrations List, United Nations Consolidation Sanctions List, Bank of England Financial Sanctions List, World Bank List of Ineligible Firms, Interpol Most Wanted List, European Union Terrorist List, OSFI Canada List of Financial Sanctions, Royal Canadian Mounted Police Most Wanted, Australia Department of Foreign Affairs and Trade List, Russian Federal Fugitives, Scotland Yard's Most Wanted, and the World's Most Wanted Fugitives.

EXHIBIT 3. FORM OF NONDISCLOSURE SUBCONTRACT

Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc., as part of its audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the "Audit").
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or images of ballots (whether in their original, duplicated, spoiled, or another form), tally sheets, audit plans and strategies, reports, software, data (including without limitation data obtained from voting machines or other election equipment), trade secrets, operational plans, know how, lists, or information derived therefrom (collectively, the "Confidential Information").
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc. and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc and the Arizona Senate.
6. I further understand that all materials or information I view, read, examine, or assemble during the course of my work on the Audit, whether or not I participate in the construction of such materials or information, have never been and shall never be my own intellectual property.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit, injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

Signature: _____



Printed Name: Dr.Shiva Ayyadurai

Date: 07/28/2021



We have prepared a quote for you

Election Audit Project



Quote # 001773
Version 1

Prepared for:







Cyber Ninjas

Doug Logan
dlogan@cyberninjas.com



Network Infrastructure

Description	Price	Qty	Ext. Price
<p>REFURB - HPE Sourcing ProLiant DL380 G9 2U Rack Server - 2 x Xeon (14 Core) E5-2680v4 - 128 GB RAM HDD - 12Gb/s SAS Controller - Matrox G200eH2 16 MB Graphic Card - Gigabit Ethernet - 8 x LFF Bay(s) - 2 x 800 W</p>  <p><u>(Refurbished) HP Enterprise Server with High Availability & High Performance (3YR Warranty)</u></p> <ul style="list-style-type: none"> • 2 x Fourteen-Core Intel Xeon E5-2680v4 (2.4GHz/14 core/35MB/9.6GTs QPI/120W, DDR4 2133, HT MB/PN-843307-001 • HPE P840/4G 12Gb 2-ports Smart Host Bus Adapter 96 W Enhanced battery & 4G cache Module (FBWC) PN-726815-001 • HPE Ethernet 1Gb 4 ports Embedded & USB 3.0 connectors on front side • Expansion Slots: Two Slots PCIe 3.0 expansion slots: (2) Half-length or full-height slots • Integrated Matrox G200 video standard • 2x Internal USB 3.0 connector & MicroSD card slot • 2x 800W Flex Slot Platinum Hot Plug Power Supply 	\$1,450.00	2	\$2,900.00
<p>HPE 4 TB Hard Drive - 3.5" Internal - SAS (12Gb/s SAS) - 7200rpm - Hot Swappable Configured in RAID 10 - (16TB Protected and Fast Storage)</p> 	\$250.00	16	\$4,000.00
<p>HPE Microsoft Windows Server 2019 Standard - License - 16 Core - Reseller Option Kit (ROK) - DVD-ROM - PC</p>	\$901.00	2	\$1,802.00

Network Infrastructure

Description	Price	Qty	Ext. Price
Central Intercept X Advanced Server Central Intercept X Advanced Server: Anti-malware protection for Windows and Linux, including Malicious Traffic Detection, Synchronized Security Heartbeat, AWS/Azure cloud workload discovery, File Integrity Monitoring, Data Loss Prevention (DLP), behavioral analysis, and automatic scanning exclusions. Deep learning anti-malware, exploit prevention, active adversary protection, CryptoGuard anti-ransomware, synchronized application control (with compatible XG firewall), and application whitelisting [Server Lockdown].	\$60.00	2	\$120.00
1000ft Cat 6 Cable	\$219.00	10	\$2,190.00
Ubiquiti UniFi Pro 48-Port Switch 	\$599.99	1	\$599.99
APC by Schneider Electric Smart-UPS X 1920 VA Rack-mountable UPS - 2U Rack-mountable - 3 Hour Recharge - 11 Minute Stand-by - 110 V AC Input - 120 V AC Output - 1 x NEMA L5-20R, 3 x NEMA 5-15R, 3 x NEMA 5-20R 	\$1,945.00	3	\$5,835.00
Tripp Lite 18U Rack Enclosure Server Cabinet 33" Deep w/ Doors & Sides - 18U Rack Height x 19" Rack Width - Black - 1000 lb Dynamic/Rolling Weight Capacity - 1000 lb Static/Stationary Weight Capacity 	\$1,044.00	1	\$1,044.00
Tripp Lite Rack Enclosure Cabinet Horizontal Cable Ring Flexible 1URM - Black - 1U Rack Height - 19" Panel Width 	\$50.49	3	\$151.47
Acer TravelMate P2 P214-52 TMP214-52-71JW 14" Notebook - Full HD - 1920 x 1080 - Intel Core i7 (10th Gen) i7-10510U Quad-core (4 Core) 1.80 GHz - 8 GB RAM - 256 GB SSD - Windows 10 Pro - Intel UHD Graphics - In-plane Switching (IPS) Technology, ComfyView 	\$829.00	35	\$29,015.00
Dell Precision 3000 3551 15.6" Mobile Workstation - Full HD - 1920 x 1080 - Intel Core i5 (10th Gen) i5-10300H Quad-core (4 Core) 2.50 GHz - 8 GB RAM - 256 GB SSD - Windows 10 Pro - NVIDIA Quadro P620 with 4 GB - English (US) Keyboard - IEEE 802.11ax Wire 	\$1,475.00	25	\$36,875.00

Network Infrastructure

Description	Price	Qty	Ext. Price
Dell UltraSharp 27" WQHD LED LCD Monitor - 16:9 - Black - 27" 	\$459.99	45	\$20,699.55
8-in-1 USB-C Hub <ul style="list-style-type: none"> • USB-C port • 2 USB-A data ports • 2 HDMI ports • Ethernet port • microSD/SD card reader 	\$79.99	40	\$3,199.60
12 Outlet Power Strip/Surge Protector	\$39.99	30	\$1,199.70
Fujitsu ScanSnap SV600 	\$506.99	25	\$12,674.75
50ft Extension Cable 16AWG	\$33.99	15	\$509.85
100ft Extension Cable	\$57.99	15	\$869.85
Brother All-In-One Laser Printer (Black and White)	\$249.99	40	\$9,999.60
50" LCD TV	\$399.00	2	\$798.00
Portable TV Stand for Televisions up to 65"	\$149.99	2	\$299.98
V7 2GB USB 2.0 Flash Drive - With Retractable USB connector - 2 GB	\$3.97	1500	\$5,955.00
V7 4GB USB 2.0 Flash Drive - With Retractable USB connector - 4 GB	\$4.18	2500	\$10,450.00
Belkin Mouse - Optical - Cable - 1 Pack - USB	\$9.99	50	\$499.50
Network / Server / Laptop / Scanner Implementation	\$51,155.00	1	\$51,155.00
Installation and Configuration of Network Infrastructure			
<u>Offsite Configuration</u> <ul style="list-style-type: none"> • Scope of Work Development to Determine Specific Objectives • Project Management / Communication with Wake regarding Installation and Configuration • Unpack & Setup Servers 			

Network Infrastructure

Description	Price	Qty	Ext. Price
<ul style="list-style-type: none"> • Rack Network Servers • Rack Network Switches • Build RAID 10 configuration on Primary Server (16TB of Storage) • Install & Configure Windows 2019 Standard Server on Primary Domain Controller and File Server <ul style="list-style-type: none"> ◦ Service Pack Server to Prepare for New Roles • Install & Configure Windows Active Directory and File Services on Primary Server • Build RAID 10 configuration on Secondary Server (16TB of Storage) • Install & Configure Windows 2019 Standard Server on Backup Domain Controller and Replication File Server <ul style="list-style-type: none"> ◦ Service Pack Server to Prepare for New Roles • Install & Configure Windows Active Directory and File Services on Secondary Server • Configure Primary DC and Backup DC Functions • Configure Data Redundancy with NTFRS for Data Replication Services between both File Servers • Create Security Profiles for User Logins • Create User Accounts defined in Kick Off Meeting • Unpack & Setup Administrative Laptops <ul style="list-style-type: none"> ◦ Service Pack Administrative Laptops ◦ Name Laptops with Naming Convention determined in Kick Off Meeting ◦ Join Administrative Laptops to the Local Domain ◦ Configure Local Admin Privileges Group ◦ Add users to the Local Admin Group as defined in the Kick Off Meeting • Unpack & Setup Administrative Printers <ul style="list-style-type: none"> ◦ Load software for local printer to laptop ◦ Connect printers to Administrative Laptops ◦ Verify printer operates with process identified during Kick Off Meeting • Unpack & Setup Scanning Laptops <ul style="list-style-type: none"> ◦ Service Pack Scanning Station Laptops ◦ Name Laptops with Naming Convention determined in Kick Off Meeting 			

Network Infrastructure

Description	Price	Qty	Ext. Price
<ul style="list-style-type: none"> ○ Join Scanning Station Laptops to the Local Domain ○ Configure Local Admin Privileges Group ○ Add users to the Local Admin Group as defined in the Kick Off Meeting ○ Login with Scanning Station User Account and Verify Operations ● Unpack & Setup Scanners <ul style="list-style-type: none"> ○ Connect scanners to each laptop ○ Install Scanning Software on Each scanning laptop ○ Test scanning function on each laptop ● Unpack & Setup Monitors <ul style="list-style-type: none"> ○ Connect monitors to scanning station laptops ○ Verify operation ● Install & Configure Veeam Backups on Primary Domain Controller / File Server ● Label all equipment based upon function, location, and device name 			
<p><u>Onsite Setup</u></p> <ul style="list-style-type: none"> ● Pull Two (2) Network Drops to each the Five (5) Tables in the Four (4) Pods and One (1) Pod Manager Table per Pod <ul style="list-style-type: none"> ○ 45 Total Network Drops with Termination ● Deliver Rack with Network Equipment Preconfigured ● Place Rack in location provided by Wake <ul style="list-style-type: none"> ○ Connect battery backup systems to power provided by facilities staff ○ Power on systems after securing connectivity ○ Verify systems are on line and operational ● Place Administrative laptops in locations provided <ul style="list-style-type: none"> ○ Connect laptops to power source ○ Connect laptops to physical network ○ Verify login to server on each laptop ● Place Scanning Station laptops in locations provided <ul style="list-style-type: none"> ○ Connect laptops to power source ○ Connect laptops to physical network ○ Verify login to server on each laptop 			

Network Infrastructure

Description	Price	Qty	Ext. Price
<ul style="list-style-type: none"> • Place Printers in locations provided at Administrator Laptops <ul style="list-style-type: none"> ○ Connect printers to power ○ Connect printers to laptop through USB cable ○ Verify printer is operational through printing test page • Place Scanners in locations provided <ul style="list-style-type: none"> ○ Connect scanners to each scanning station ○ Test scanner to ensure operation • Place Monitors in locations <ul style="list-style-type: none"> ○ Unpack monitors and mount to stands ○ Connect monitors to scanning station laptops ○ Verify operation 			

Subtotal: **\$202,842.84**

Professional Services




Description	Price	Qty	Ext. Price
<p>Ballot Scanner</p> <p>Scanner Labor for Scanning Tables - 20 People x 12 Hrs x 15 Days</p> <p><u>Breakdown Includes</u></p> <ul style="list-style-type: none"> • Scanning Table Labor (<i>Per Wake Labor Requirements</i>) = \$180,000 • Project G&A = \$14,400 (Daily Onsite Project Management and Communications with Client) 	\$194,400.00	1	\$194,400.00

Professional Services




Description	Price	Qty	Ext. Price
Ballot Examiner Ballot Examination Labor for Scanning Tables - 20 People x 12 Hrs x 15 Days <u>Breakdown Includes</u> <ul style="list-style-type: none"> • Ballot Examination Table Labor (<i>Per Wake Labor Requirements</i>) = \$180,000 • G&A = \$14,400 <ul style="list-style-type: none"> ◦ Daily Onsite Project Management and Communications with Client 	\$194,400.00	1	\$194,400.00

Subtotal: **\$388,800.00**

Cameras

Description	Price	Qty	Ext. Price
VESA Mount Tripod Monitor Stand  <ul style="list-style-type: none"> • VESA Mount for Universal Mounting • Easy Release For One Person Operation • Heavy Duty Steel Construction • Min / Max Height: 50/72 Inches (1270/1854 mm) • 40 Lb Weight Capacity (18 kg) • Red Safety Trim On Feet (Removable) • VESA mount is compatible with both 100x100 and 200x200 hole patterns • Holds screens up to 48" overall width 	\$154.99	45	\$6,974.55
Ubiquiti UniFi Switch - 48 Ports - Manageable - 2 Layer Supported - 1U High - Rack-mountable - 1 Year Limited Warranty 	\$835.00	2	\$1,670.00
Base For Overhead Cameras (Tables)	\$74.99	43	\$3,224.57
Hardware for Overhead Cameras (Tables)	\$84.00	43	\$3,612.00
Ubiquiti UniFi G3-PRO 2 Megapixel Network Camera - Bullet - H.264 - 1920 x 1080 - 3x Optical - Wall Mount, Pole Mount, Ceiling Mount 	\$299.99	23	\$6,899.77

Cameras

Description	Price	Qty	Ext. Price
Ubiquiti UniFi Protect Network Video Recorder - Network Video Recorder 	\$299.00	1	\$299.00
Seagate Skyhawk 14TB Surveillance Internal Hard Drive <ul style="list-style-type: none"> • (4) 14TB HDD in RAID 5 = 42 TB of Usable Disk For Storage • Cameras Will Record 24/7 for 15 Days 	\$375.00	4	\$1,500.00
LG 34 Inch UltraWide Monitor	\$399.99	1	\$399.99
Gaffers Tape 3" X 90 Ft.	\$14.95	100	\$1,495.00
Ubiquiti UniFi Protect ViewPort PoE - Functions: MultiView - HDMI 	\$199.99	1	\$199.99
UniFi SmartPower Redundant Power System	\$399.00	1	\$399.00
Ubiquiti UniFi 2.1 Megapixel Network Camera - 1 Pack - 1920 x 1080 	\$79.99	20	\$1,599.80

Cameras

Description	Price	Qty	Ext. Price
Camera System Installation & Configuration Installation and Configuration of Camera System <u>Offsite Configuration</u> <ul style="list-style-type: none"> • Scope of Work Development to Determine Specific Objectives • Project Management / Communication with Wake regarding Installation and Configuration • Unpack & Setup Cameras • Unpack & Setup NVR • Connect Cameras to Network Switch • Adopt Cameras into Configuration • Update Each Camera to Latest Firmware • Update NVR to Latest Firmware • Configure Camera Settings within NVR <u>Onsite Setup</u> <ul style="list-style-type: none"> • Deliver Camera Equipment • Rack Camera NVR and Switches • Build Stands for Cameras • Pull Cable and Terminate to Camera Locations • Mount Cameras to Stands • Connect Cameras to Network • Verify Camera system is Optimal • Label all equipment based upon function, location, and device name 	\$13,195.00	1	\$13,195.00

Subtotal: **\$41,468.67**

Startup Costs

Description	Price	Qty	Ext. Price
Computer/Scanner/Management Training 04/22/21 --- Full Day	\$35,200.00	1	\$35,200.00
Background Checks	\$7,500.00	1	\$7,500.00

Startup Costs

Description	Price	Qty	Ext. Price
Expedited Shipping Shipping	\$6,770.00	1	\$6,770.00

Subtotal: **\$49,470.00**

 Statement of Work

Objective

Statement of Work

Statement of Work

SOW Number CN1733
Date April 8, 2021
Client Name Cyber Ninja's
Project Name Election Audit Project
Account Manager Christopher Moore

Overview

Cyber Ninja's has identified a need for Network Infrastructure, Camera Systems, and Professional Services as defined in this proposal document for an audit project.

The solution configuration and professional services that StratTech Solutions is proposing for Cyber Ninja's has been based on data collected from Wake Technologies.

MSA Reference

This Proposal is intended to be a part of the MSA between Cyber Ninjas and Strattech Solutions.

▶ Statement of Work

MSA dated 04/09/2021

▶ Change Order Process

CHANGE ORDER PROCESS

Change Order Process

A Change Order request and approval form will be the means for implementing changes to this statement of work. If a change in the statement of work is required, a Change Order Request and Approval form will be prepared by the StratTech Solutions project manager. The Change Order Request form will be given to Doug Logan, with Cyber Ninja's "Client" for review and approval. Client must authorize the implementation of any Change Order Requests by signing the Change Order Request form.

The Change Order Request and Approval form will describe the change, the reason for the change and the affect the change will have on the project. It will include the estimated time it will take to make the change and its cost.

Election Audit Project

Prepared by:

StratTech LLC

Christopher Moore
480.771.3601
cmoore@stsaz.com

Prepared for:

Cyber Ninjas

5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232
Doug Logan
(941) 404-0360
dlogan@cyberninjas.com

Quote Information:

Quote #: 001773

Version: 1
Delivery Date: 04/09/2021
Expiration Date: 05/03/2021

Quote Summary

Description	Amount
Network Infrastructure	\$202,842.84
Professional Services	\$388,800.00
Cameras	\$41,468.67
Startup Costs	\$49,470.00

Subtotal: \$682,581.51

Estimated Tax: \$14,486.92


Total: \$697,068.43

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

StratTech LLC

Signature: _____
Name: Christopher Moore
Title: Chief Technology Officer
Date: 04/09/2021

Cyber Ninjas

Signature:  _____
Name: Doug Logan
Date: 04/09/2021