

use in accordance with this Agreement; (iii) use of Software or Equipment which has been altered by County or any person other than Sequoia; (iv) the combination, operation, or use of the Equipment or Software with other equipment or software not furnished by Sequoia, if such infringement would have been avoided by use of the Equipment or Software alone.

D. Infringement Alteration

In the event County's use of all or any portion of the Equipment or Software becomes, or in Sequoia's reasonable opinion is likely to become, the subject of an infringement claim (the "Infringing Component"), Sequoia may at its option and expense: (i) obtain for County the continuing right to use the Infringing Component; or (ii) alter the Infringing Component or replace it with a functional equivalent so long as it no longer infringes; or if neither (i) or (ii) is reasonably practicable, (iii) on not less than ninety (90) days prior written notice to County, Sequoia may require County, to stop using the Infringing Component until Sequoia can perform either option (i) or (ii), provided, however, Sequoia shall assist with alternative means by which County may run its elections in compliance with state and federal law. Any alterations shall maintain system compliance with the requirements of Section 2B.

E. Source Code

Sequoia agrees to designate the County as a beneficiary under its existing source code escrow agreement ("Escrow Agreement") with the State of California's Secretary of State's Office (hereinafter referred to as "SOS"), and to provide the County, within 45 days after the Effective Date of this Agreement, with a copy of documents evidencing such designation. Sequoia will have delivered the source code for the Software to the SOS for escrow, and Sequoia will provide updated source code for the Software to SOS in connection with updates of the Software (for as long as the County is current in the payment of the annual License Fee). In the event that Sequoia ceases to do business or ceases to offer or provide support for the Software it has provided to the County, then the County will have the non-exclusive, non-transferable right to access and use the source code internally solely as necessary to receive any Software maintenance for which the County has paid but which the County has not received. In the event that "open source code" becomes a requirement of California law, Sequoia will work with the CA Secretary of State under the rules/regulations in effect at that time to comply with the law.

8. TRAINING

To the extent required by this Agreement, Sequoia shall provide the County an Election Training Plan for County election staff, poll workers, and voters. As determined by County Project Manager and Sequoia's Project Manager, the training schedule as outlined in Schedule 2 may include the following:

- Acceptance Testing Training