

COVENANT OF INDEMNIFICATION

This covenant of indemnification is provided by the Arizona Senate (the “Senate”) to Maricopa County (the “County”), a political subdivision of the State of Arizona, in exchange for the County’s delivery of certain materials subpoenaed by the Senate to the Senate’s preferred address instead of the address commanded by the subpoenas.

WHEREAS, the Senate has subpoenaed materials belonging to or in the possession of the County (the “Subpoenaed Materials”); and

WHEREAS, the Senate’s subpoenas command production of the Subpoenaed Materials at the Senate Building, located at 1700 W. Washington Avenue in Phoenix; and

WHEREAS, the Senate, through counsel, has requested that the County instead produce the Subpoenaed Materials at the Arizona Veterans Memorial Coliseum, located at 1826 West McDowell Road in Phoenix (“Veterans Memorial Coliseum”);

NOW THEREFORE, in consideration of the County delivering the Subpoenaed Materials to Veterans Memorial Coliseum, the Senate agrees to indemnify the County as follows:

1. INDEMNIFICATION

1.1 Indemnification of the County against third-party claims. The Senate shall defend, indemnify and hold harmless the County from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation asserting that any action undertaken by the County in connection with the County’s delivery of the Subpoenaed Materials to the Senate 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, transfer, or use of the Subpoenaed Materials or data therefrom by the Senate or its Contractors, including without limitation Cyber Ninjas or any subcontractor employed by Cyber Ninjas.

1.2 Indemnification of the County against expenses the County incurs as a result of damage and/or alteration of the Subpoenaed Materials by the Senate or its agents. The Senate shall indemnify the County against any and all expenses it incurs as a result of the Subpoenaed Materials being damaged, altered, or otherwise compromised while in the Senate’s custody and control, including without limitation expenses associated with procuring new equipment, certifying any such new equipment for use for elections in Arizona, and re-certifying its current equipment re-certified for use for elections in Arizona.

This Covenant of Indemnification shall be enforceable against the Senate by the County upon the County delivering the Subpoenaed Materials to Veterans Memorial Coliseum, as requested by the Senate.

Accepted and entered into on this 20th of April, 2021, by:

The Arizona Senate

By: Karen Farn, President

Title: Arizona State Senate President