

**FIRST AMENDMENT
TO THE VOTING SYSTEM AND SERVICES AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND THE COUNTY OF VENTURA**

This FIRST AMENDMENT TO THE VOTING SYSTEM AND SERVICES AGREEMENT (the "First Amendment") is made and entered into as of this 25th day of August 2022 by and between Ventura County, CA (the "Customer"), and Dominion Voting Systems, Inc. ("Dominion"), a corporation organized under the laws of the State of Delaware. Hereinafter, the Customer and Dominion may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Customer and Dominion entered into the VOTING SYSTEM AND SERVICES AGREEMENT (the "Agreement"), with the effective date December 11, 2018 for the Customer's purchase from Dominion of certain voting systems, licenses, and related solutions; and

WHEREAS, the Customer and Dominion now desire to amend the Agreement, including the terms and conditions thereof, to include certain additional voting systems, licenses, and related solutions; and

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Recitals Incorporated. The above recitals are true and correct and are hereby incorporated herein by this reference as if fully set forth as part of this First Amendment.

2. Addition of Exhibit A-1. Exhibit A-1 attached hereto and incorporated herein by this reference, is hereby added to the Agreement immediately following Exhibit A.

3. Amendments to Agreement. The following amendments shall be made to the Agreement:

3.1 Section 3 of the Agreement is amended to read as follows:

"Term of Agreement. The term of this Agreement shall begin on the Effective Date and shall continue until June 30, 2027, unless sooner terminated as provided herein ("Term")."

3.2 Section 1 of the Agreement is amended to read as follows:

"Composition of Agreement. Exhibit A, A-1, B, and C are attached and incorporated herein by reference and form a part of this Agreement. This Agreement consists of the terms and conditions contained in the following sections and the listed Exhibits. The total compensation payable under this Agreement shall be in accordance with the item prices incorporated within the

Exhibit A (Pricing Summary and Deliverables Description) and Exhibit A-1 (Pricing Summary and Deliverables Description – 2022).

Exhibit A: Pricing Summary and Deliverables Description

Exhibit A-1: Pricing Summary and Deliverables Description – 2022

Exhibit B: Software License Terms and Conditions

Exhibit C: Statement of Work (“SOW”)

3.3 Section 2.3 of the Agreement is amended to read as follows:

“‘Dominion Hardware’ means the ImageCast® system hardware as more specifically described in Exhibit A and Exhibit A-1.”

3.4 Section 2.4 of the Agreement is amended to read as follows:

“‘Dominion Software’ means software programs licensed to Customer by Dominion and any associated documentation as more specifically described in Exhibit A and Exhibit A-1.”

3.5 Section 4.1 of the Agreement is amended to read as follows:

“Deliver to Customer the System and services as described in Exhibit A – Pricing Summary and Deliverables Description, Exhibit A-1 – Pricing Summary and Deliverables Description – 2022, and in Exhibit C – SOW.”

3.6 Section 4.6 of the Agreement is amended to read as follows:

“Provide invoices to Customer pursuant to the payment schedules in Exhibit A and Exhibit A-1 and the payment terms described in Section 5.1 herein.”

3.7 Section 5.1.1 of the Agreement is amended to read as follows:

“Dominion shall issue invoices to Customer pursuant to the invoice schedules listed in Exhibit A and Exhibit A-1.”

3.8 Section 5.1.2 of the Agreement is amended to read as follows:

“Payments specified in Exhibit A and Exhibit A-1 are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which (other than income taxes) shall be reimbursed by Customer. If Customer is exempt from taxes, Customer shall supply Dominion a tax exemption certificate or other similar form demonstrating its exempt status.”

3.9 Section 5.5 of the Agreement is amended to read as follows:

“When applicable, for election setup and database creation services as described in Exhibit A and Exhibit A-1, Customer shall review and approve or identify issues to all Dominion deliverables related to such service within two (2) business days of receipt by Customer. In the event Customer discovers an issue, it shall provide written notice to Dominion immediately following the discovery of any issue and Dominion shall rectify the issue at no additional cost to Customer. In the event Customer approves the deliverable and after

such approval requests a change be made to the deliverable, then Dominion may provide the change at an additional cost based upon Dominion's then current published service rates."

4. **Amendments to Exhibit A.** The following amendments shall be made to Exhibit A:

4.1 **Deletion of Certain License and Warranty Fees**

The following charts are hereby deleted in their entirety from Exhibit A:

Annual License Fee: Year 2022
Annual License Fee: Year 2023
Annual License Fee: Year 2024
Annual Hardware Warranty Fee: Year 2022
Annual Hardware Warranty Fee: Year 2023
Annual Hardware Warranty Fee: Year 2024

5. **Amendments to Exhibit B.** The following amendments shall be made to Exhibit B:

5.1 Section 3 of Exhibit B to the Agreement is amended to read as follows:

"Payment. In consideration of the grant of licenses and sublicenses described in Sections 2.1, 2.2, and 2.3 above, Licensee shall pay the license fees set forth in Exhibit A and Exhibit A-1 of the Agreement."

6. **All Other Terms.** All other sections, parts, terms, and conditions of the Agreement not expressly amended by this First Amendment shall remain in full force and effect.

(signatures on following page)

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representatives as of the date first above written.

DOMINION VOTING SYSTEMS, INC.

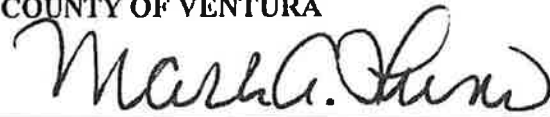


John Poulos, President & CEO

8/30/2022

DATE

COUNTY OF VENTURA



AUTHORIZED SIGNATURE

Mark A. Lunn

PRINTED NAME

County Clerk - Recorder, Registrar of Voters

TITLE

8/25/22

DATE

EXHIBIT A-1
TO THE VOTING SYSTEM AND SERVICES AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND THE COUNTY OF VENTURA

PRICING SUMMARY AND DELIVERABLES DESCRIPTION - 2022

1. **Pricing Summary** - Prices of equipment, technical facilities, software, and other related services for voting, vote counting, and result processing. All pricing in U.S. Dollars.

DESCRIPTION*	QTY	UNIT PRICE	EXTENSION
In-Person Voting Solution: Polling Location Hardware			
MBP Kit #2 Portable High Volume	4	-\$5,800.00	-\$23,200.00
ImageCast X Kit - Classic BMD 21"	650	-\$825.00	-\$536,250.00
		Sub-Total	-\$559,450.00
Accessories			
ImageCast X Voting Booth - Standard	650	-\$90.00	-\$58,500.00
ATI Kit - ICX - USB	650	-\$37.50	-\$24,375.00
ImageCast X Classic BMD Transport Bag Kit (15"/21" Tablet + Printer)	650	-\$112.50	-\$73,125.00
		Sub-Total	-\$156,000.00
Purchase Total:			-\$715,450.00

* System components are subject to change dependent upon availability. An equivalent or superior component model, certified for use by the Customer's state, may be substituted by Dominion.

Dominion previously picked up the 650 returned ImageCast X Kit – Classic BMD 21" units, at Dominion's expense. Dominion will pick up the 4 MBP Kit #2 Portable High Volume units, at its own expense, by August 31, 2022. Customer will receive a credit of \$715,450.00. Customer may use its credit of \$715,450.00 for any future payments due to Dominion.

ELECTION SERVICES

In addition to the Ballot Definition Setup Services listed in Exhibit A, Dominion shall provide election setup services in English and Spanish for two additional elections during the Term of the Agreement: the 2026 Primary Election and the 2026 General Election. The pricing for these additional services is listed below.

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
Election Ballot Definition Setup			
Election Ballot Definition Setup – English and Spanish (priced per election)	2	\$20,000.00	\$40,000.00
3 Day Election On-Site Support (priced per election) (optional)	1	\$4,500.00	\$4,500.00
Price per Election:			TBD

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ELECTION BALLOT DEFINITION SETUP

In addition to the Ballot Definition Setup Services listed in Exhibit A and above, Dominion shall provide election setup services and support for the election database creation and ballot review for up to five (5) elections. Ballot definition services will be provided in Gujarati, Tagalog, Vietnamese, and Chinese (Mandarin). Ballot definition services include the following: Democracy Suite Election project setup; providing the ballot PDF artwork; audio setup for audio voting using a synthesizer. The Customer will provide all translations and proofing for all languages. Any outside recording changes would be at Customer's expense. Pricing for these additional services is listed below.

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
Election Ballot Definition Setup			
Election Ballot Definition Setup – Gujarati (per election)	1	\$5,000.00	\$5,000.00
Election Ballot Definition Setup – Tagalog (per election)	1	\$5,000.00	\$5,000.00
Election Ballot Definition Setup – Vietnamese (per election)	1	\$5,000.00	\$5,000.00
Election Ballot Definition Setup – Chinese (Mandarin) (per election)	1	\$5,000.00	\$5,000.00
Price per Election:			\$20,000.00

ANNUAL LICENSE FEES

Beginning January 1, 2022. All invoices will be issued on January 1st of each year.

ANNUAL LICENSE FEE: YEAR 2022			
Democracy Suite (EMS) Standard	1	\$13,230.00	\$13,230.00
ICC Adjudication	1	\$16,537.50	\$16,537.50
Mobile Ballot Printing	1	\$3,307.50	\$3,307.50
ImageCast Remote UOCAVA / RAVBM	1	\$3,307.50	\$3,307.50
ICC Annual Software License – G1130	8	\$2,838.94	\$22,711.50
ICC Annual Software License - HiPro InterSacn	4	\$11,355.75	\$45,423.00
ICX - BMD (21 Inch) Annual Software License	300	\$165.38	\$49,612.50
Total:			\$154,129.50

Estimated taxes for the Annual License Fees in 2022 will be \$11,688.71.

ANNUAL LICENSE FEE: YEAR 2023			
Democracy Suite (EMS) Standard	1	\$13,891.50	\$13,891.50
ICC Adjudication	1	\$17,364.38	\$17,364.38
Mobile Ballot Printing	1	\$3,472.88	\$3,472.88
ImageCast Remote UOCAVA / RAVBM	1	\$3,472.88	\$3,472.88
ICC Annual Software License – G1130	8	\$2,980.88	\$23,847.08
ICC Annual Software License - HiPro InterSacn	4	\$11,923.54	\$47,694.15
ICX - BMD (21 inch) Annual Software License	300	\$173.64	\$52,093.13
Total:			\$161,835.98

Estimated taxes for the Annual License Fees in 2023 will be \$12,273.14.

ANNUAL LICENSE FEE: YEAR 2024			
Democracy Suite (EMS) Standard	1	\$14,586.08	\$14,586.08
ICC Adjudication	1	\$18,232.59	\$18,232.59
Mobile Ballot Printing	1	\$3,646.52	\$3,646.52
ImageCast Remote UOCAVA / RAVBM	1	\$3,646.52	\$3,646.52
ICC Annual Software License – G1130	8	\$3,129.93	\$25,039.43
ICC Annual Software License - HiPro InterSacr	4	\$12,519.71	\$50,078.86
ICX - BMD (21 Inch) Annual Software License	300	\$182.33	\$54,697.78
Total:			\$169,927.77

Estimated taxes for the Annual License Fees in 2024 will be \$12,886.80.

ANNUAL LICENSE FEE: YEAR 2025			
Democracy Suite (EMS) Standard	1	\$15,315.38	\$15,315.38
ICC Adjudication	1	\$19,144.22	\$19,144.22
Mobile Ballot Printing	1	\$3,828.84	\$3,828.84
ImageCast Remote UOCAVA / RAVBM	1	\$3,828.84	\$3,828.84
ICC Annual Software License – G1130	8	\$3,286.43	\$26,291.40
ICC Annual Software License - HiPro InterSacr	4	\$13,145.70	\$52,582.80
ICX - BMD (21 Inch) Annual Software License	300	\$191.44	\$57,432.67
Total:			\$178,424.16

Estimated taxes for the Annual License Fees in 2025 will be \$13,531.14.

ANNUAL LICENSE FEE: YEAR 2026			
Democracy Suite (EMS) Standard	1	\$16,081.15	\$16,081.15
ICC Adjudication	1	\$20,101.43	\$20,101.43
Mobile Ballot Printing	1	\$4,020.29	\$4,020.29
ImageCast Remote UOCAVA / RAVBM	1	\$4,020.29	\$4,020.29
ICC Annual Software License – G1130	8	\$3,450.75	\$27,605.97
ICC Annual Software License - HiPro InterSacr	4	\$13,802.99	\$55,211.94
ICX - BMD (21 Inch) Annual Software License	300	\$201.01	\$60,304.30
Total:			\$187,345.37

Estimated taxes for the Annual License Fees in 2026 will be \$14,207.69.

ANNUAL LICENSE FEE: YEAR 2027 (January 1, 2027 – June 30, 2027)			
Democracy Suite (EMS) Standard	1	\$8,442.60	\$8,442.60
ICC Adjudication	1	\$10,553.25	\$10,553.25
Mobile Ballot Printing	1	\$2,110.65	\$2,110.65
ImageCast Remote UOCAVA / RAVBM	1	\$2,110.65	\$2,110.65
ICC Annual Software License – G1130	8	\$1,811.64	\$14,493.13
ICC Annual Software License - HiPro InterSacr	4	\$7,246.57	\$28,986.27

ICX - BMD (21 inch) Annual Software License	300	\$105.53	\$31,659.76
Total:			\$98,356.32

Estimated taxes for the Annual License Fees in 2027 (January 1, 2027 – June 30, 2027) will be \$7,459.04.

ANNUAL HARDWARE WARRANTY FEES (Optional)

Beginning January 1, 2022. All invoices will be issued on January 1st of each year. All annual hardware warranties are optional.

ANNUAL HARDWARE WARRANTY FEE: YEAR 2022			
ICC Annual Hardware Warranty – G1130	8	\$1,653.75	\$13,230.00
ICC Annual Hardware Warranty - HiPro InterScan	4	\$9,371.25	\$37,485.00
ICX - BMD (21 inch) Annual Hardware Warranty	300	\$170.89	\$51,266.25
Total:			\$101,981.25

ANNUAL HARDWARE WARRANTY FEE: YEAR 2023			
ICC Annual Hardware Warranty – G1130	8	\$1,736.44	\$13,891.50
ICC Annual Hardware Warranty - HiPro InterScan	4	\$9,839.81	\$39,359.25
ICX - BMD (21 inch) Annual Hardware Warranty	300	\$179.43	\$53,829.56
Total:			\$107,080.31

ANNUAL HARDWARE WARRANTY FEE: YEAR 2024			
ICC Annual Hardware Warranty – G1130	8	\$1,823.26	\$14,586.08
ICC Annual Hardware Warranty - HiPro InterScan	4	\$10,331.80	\$41,327.21
ICX - BMD (21 inch) Annual Hardware Warranty	300	\$188.40	\$56,521.04
Total:			\$112,434.33

ANNUAL HARDWARE WARRANTY FEE: YEAR 2025			
ICC Annual Hardware Warranty – G1130	8	\$1,914.42	\$15,315.38
ICC Annual Hardware Warranty - HiPro InterScan	4	\$10,848.39	\$43,393.57
ICX - BMD (21 inch) Annual Hardware Warranty	300	\$197.82	\$59,347.09
Total:			\$118,056.04

ANNUAL HARDWARE WARRANTY FEE: YEAR 2026			
ICC Annual Hardware Warranty – G1130	8	\$2,010.14	\$16,081.15
ICC Annual Hardware Warranty - HiPro InterScan	4	\$11,390.81	\$45,563.25
ICX - BMD (21 inch) Annual Hardware Warranty	300	\$207.71	\$62,314.45
Total:			\$123,958.85

ANNUAL HARDWARE WARRANTY FEE: YEAR 2027 (January 1, 2027 – June 30, 2027)			
ICC Annual Hardware Warranty – G1130	8	\$1,055.33	\$8,442.60
ICC Annual Hardware Warranty - HiPro InterScan	4	\$5,980.18	\$23,920.71
ICX - BMD (21 Inch) Annual Hardware Warranty	300	\$109.05	\$32,715.08
Total:			\$65,078.39

2. **Payment Schedule** - Dominion shall provide invoices to Customer as described below. Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. Payments specified in this Exhibit are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which taxes (other than income taxes owed by Dominion) shall be reimbursed by Customer. Customer may use its credit of -\$715,450.00 for any future payments due to Dominion.

ID	Payment Invoice Detail	Payment Amount
1	Equipment Return	-\$715,450.00
2	Annual License and Warranty Fees – January 1, 2022	\$256,110.75
3	Annual License and Warranty Fees – January 1, 2023	\$268,916.29
4	Annual License and Warranty Fees – January 1, 2024	\$282,362.10
5	Annual License and Warranty Fees – January 1, 2025	\$296,480.21
6	Annual License and Warranty Fees – January 1, 2026	\$311,304.22
7	Annual License and Warranty Fees – January 1, 2027 (prorated for final six months of Agreement Term)	\$163,434.71

VOTING SYSTEM AND SERVICES AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND THE COUNTY OF VENTURA

This Voting System and Services Agreement ("Agreement"), dated December 11, 2018 (the "Effective Date"), is made by and between the County of Ventura (for the benefit of its Elections Division), having its principal office located at 800 South Victoria Avenue, Ventura, California 93009 (hereinafter "Customer"), and Dominion Voting Systems, Inc., having its principal office located at 1201 18th Street, Suite 210, Denver, CO 80202 (hereinafter "Dominion"). This Agreement may refer to Dominion and Customer together as the "Parties" or may refer to Dominion or Customer individually as a "Party."

WHEREAS, Customer desires to purchase a voting system, licenses and related services from Dominion; and

WHEREAS, Dominion designs, manufactures, licenses, and provides services for its voting systems and is willing and able to provide a voting system, licenses and related services to Customer;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the terms and conditions set forth herein, Dominion agrees to license and furnish the System (as defined herein) to Customer.

1. **Composition of Agreement.** Exhibits A, B and C are attached and incorporated herein by reference and form a part of this Agreement. This Agreement consists of the terms and conditions contained in the following sections and the listed Exhibits. The total compensation payable under this Agreement shall be in accordance with the item prices incorporated within the Exhibit A attached hereto (Pricing Summary and Deliverables Description).

Exhibit A:	Pricing Summary and Deliverables Description
Exhibit B:	Software License Terms and Conditions
Exhibit C:	Statement of Work ("SOW")

2. **Definitions.** For the purposes of this Agreement, the following are defined terms:

- 2.1. "Acceptance" (and any variations thereof) means the successful completion by Customer of the Acceptance testing performed on each component of Dominion Hardware and Software, after delivery, in accordance with testing criteria developed and agreed to by the Parties, or the occurrence of other events defined in Section 8.
- 2.2. "Confidential Information" means those materials, documents, data, and technical information, specifications, business information, customer information, or other information of a Party (the "Disclosing Party") maintained as trade secrets or confidential and which are disclosed to a another Party (the "Receiving Party") in tangible form marked as "confidential," or with words having similar meaning, which includes, without limitation, Dominion Software and associated documentation.

- 2.3. "Dominion Hardware" means the ImageCast[®] system hardware as more specifically described in Exhibit A.
- 2.4. "Dominion Software" means software programs licensed to Customer by Dominion and any associated documentation as more specifically described in Exhibit A.
- 2.5. "Election" means a single election event administered by Customer including any absentee, early or vote-by-mail voting activity associated with the election event. Election shall not mean any follow-on events occurring after the initial election event including, without limitation, run-offs or recall and replacement elections. Any follow-on event shall be considered an Election in and of itself.
- 2.6. "Election Management System Hardware" or "EMS Hardware" means third party hardware required for operating Dominion Software as used in conjunction with the Dominion Hardware.
- 2.7. "License" has the meaning set forth in Section 7.
- 2.8. "System" means the combination of Dominion Software, Dominion Hardware and EMS Hardware.
- 2.9. "Third Party Software" means manufacturer supplied software, owned by third parties, which Dominion provides to Customer pursuant to sublicenses or end user license agreements with the owners of such Third Party Software. Third Party Software includes, but is not limited to, various operating systems, software drivers and report writing subroutines.
- 3. **Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall continue until **December 31, 2024**, unless sooner terminated as provided herein ("Term").
- 4. **Dominion's Responsibilities.** Dominion shall:
 - 4.1. Deliver to Customer the System and services as described in Exhibit A - Pricing Summary and Deliverables Description and in Exhibit C - SOW.
 - 4.2. Provide Customer with a Dominion Software use License as described in Exhibit B - Software License Terms and Conditions.
 - 4.3. Assign a Dominion project manager ("Dominion Project Manager") to oversee the general operations of the project. The Dominion Project Manager will be the primary contact for all project needs. The Dominion Project Manager will be responsible for all deliverables and services including resource planning and coordination, product delivery, issue resolution and administrative matters such as invoices and payments.
 - 4.4. Assist in the Acceptance testing process as required by Section 8 herein.

- 4.5. Provide Customer with one (1) reproducible electronic copy of the Dominion California Use Procedures, product manuals, and user guides.
- 4.6. Provide invoices to Customer pursuant to the payment schedule in Exhibit A and the payment terms described in Section 5.1 herein.

5. Customer's Responsibilities. Customer shall:

- 5.1. Pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice.
 - 5.1.1. Dominion shall issue invoices to Customer pursuant to the invoice schedule listed in Exhibit A.
 - 5.1.2. Payments specified in Exhibit A are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which (other than income taxes) shall be reimbursed by Customer. If Customer is exempt from taxes, Customer shall supply Dominion a tax exemption certificate or other similar form demonstrating its exempt status.
- 5.2. Assign a Customer project manager ("Customer Project Manager"), who shall be responsible for review, analysis and acceptance of the System and the coordination of Customer personnel, equipment, vehicles and facilities. Customer Project Manager shall be empowered to make decisions on behalf of Customer with respect to the work being performed under this Agreement. Customer Project Manager shall also have direct access to Customer's top management at all times for purposes of problem resolution.
- 5.3. Conduct Acceptance testing process as required by Section 8.
- 5.4. Customer shall provide reasonable access and entry into all Customer property required by Dominion to perform the services described in this Agreement. All such access and entry shall be provided at Customer's expense.
- 5.5. When applicable, for election setup and database creation services as described in Exhibit A, Customer shall review and approve or identify issues to all Dominion deliverables related to such service within two (2) business days of receipt by Customer. In the event Customer discovers an issue, it shall provide written notice to Dominion immediately following the discovery of any issue and Dominion shall rectify the issue at no additional cost to Customer. In the event Customer approves the deliverable and after such approval requests that a change be made to the deliverable, then Dominion may provide the change at an additional cost based upon Dominion's then current published service rates.

6. Title and Risk of Loss.

- 6.1. Title to the System. Title to the System, or any portion thereof, excluding Dominion Software and Third Party Software, will pass to Customer upon delivery.
- 6.2. Software. Dominion Software and Third Party Software is licensed, not sold. The original and any copies of the Dominion Software, or other software provided pursuant to this Agreement, in whole or in part, including any subsequent improvements or updates thereto, shall remain the property of Dominion or any third party that owns such other software.
- 6.3. Risk of Loss. Dominion shall bear the responsibility for all risk of physical loss or damage to each portion of the System until such portion is delivered to Customer. Customer shall provide Dominion with a single location for shipment and Dominion shall not be responsible for shipping to more than one location. To retain the benefit of this clause, Customer shall notify Dominion of any loss or damage within twenty (20) business days of the receipt of any or all portions of the System, or such shorter period as may be required to comply with the claims requirements of the shipper, and Customer shall cooperate in the processing of any claims made by Dominion.

7. Software License and Use.

- 7.1. License. Upon mutual execution of this Agreement, Dominion grants to Customer, and Customer accepts, a non-exclusive, non-transferable license ("License") to use the Dominion Software subject to the terms and conditions of this Agreement and the Software License Terms and Conditions attached hereto as Exhibit B.
- 7.2. Third Party Software. The System includes Third Party Software, the use of which is subject to the terms and conditions imposed by the owners of such Third Party Software. Customer consents to the terms and conditions of the third party license agreements by Customer's first use of the System, not including any payment terms and conditions.

8. Acceptance.

- 8.1. Dominion Software or Dominion Hardware Testing. After delivery of Dominion Software or Dominion Hardware, Customer will conduct Acceptance testing of such units, in accordance with the Acceptance criteria developed and updated, from time to time, by Dominion and Customer. Such Acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than ten (10) business days after installation of such Dominion Software or Dominion Hardware.
- 8.2. System Acceptance Testing. To the extent not tested as part of the testing pursuant to Subsection 8.1, upon completing the installation of the System, Customer will conduct System Acceptance testing, according to the Acceptance test procedures developed and updated, from time to time, by Dominion and Customer. Such

Acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than ten (10) business days after installation of the System.

- 8.3. Acceptance/Rejection. After testing, if the Dominion Software, Dominion Hardware, or the System does not conform to user documentation or Dominion provided Acceptance criteria agreed upon by Customer, Customer will notify Dominion in writing within five (5) business days. In such event, Dominion will, at its own expense, repair or replace the rejected Dominion Software, Dominion Hardware, or System within thirty (30) days after receipt of Customer's notice of deficiency. The foregoing procedure will be repeated until Customer finally accepts or rejects the Dominion Software, Dominion Hardware, or System in writing in its sole discretion.
- 8.4 System Conformance. Customer will not refuse to grant Acceptance of the System, in whole or in part, solely for the reason that it fails to conform with the specifications, requirements and functions set forth in the System documentation if such failure is in a manner that does not materially affect the overall performance of the System, in whole or in part, but Dominion shall provide a plan of action to cure such non-conformity with reasonable dispatch.

9. Warranties.

- 9.1. Dominion Software Warranty. The Dominion Software warranty is subject to the terms and conditions of Exhibit B - the Software License Terms and Conditions.
- 9.2. Third Party Products. The warranties in this Section 9 do not apply to any third party products. However, to the extent permitted by the manufacturers of third party products, Dominion shall pass through to Customer all warranties such manufacturers make to Dominion regarding the operation of third party products.
- 9.3. Dominion Hardware Warranty Terms. Dominion warrants that when used with the hardware and software configuration purchased through or approved by Dominion, each component of Dominion Hardware will be free of defects that would prevent the Dominion Hardware from operating in conformity in all material respects with its specifications as documented by Dominion. The Dominion Hardware Warranty shall remain in effect until one year after Acceptance or through any annual warranty period.
- 9.4. Dominion Hardware Warranty Services. If any Dominion Hardware component fails to operate in conformity with its specifications during the warranty period, Dominion shall provide a replacement for the Dominion Hardware component or, at Dominion's sole option, shall repair the Dominion Hardware component, so long as the Dominion Hardware is operated with its designated Dominion Software and with third party products approved by Dominion for use with the Dominion Hardware. The following conditions apply to the Dominion Hardware warranty:

9.4.1. Dominion shall perform one (1) on-site preventative maintenance inspection ("PM") per year on Dominion Hardware during the Agreement's Term at a time mutually agreed to by the Parties. This on-site PM is expected to be scheduled at least ninety (90) days prior to the requested inspections date. Dominion shall perform the annual PM and will replace any and all parts that fail due to normal use during the warranty period at its sole cost. If Customer requests any maintenance prior to or after the scheduled PM, those additional on-site services will be available at Dominion's then current time and material rates. Regardless of whether services are provided during the scheduled PM or outside of the scheduled PM, there are no charges for parts covered by this warranty.

9.4.2. The following services are not covered by this Agreement, but may be available at Dominion's current time and material rates:

9.4.2.1. Replacement of consumable items including but not limited to batteries, paper rolls, ribbons, seals, smart cards, and removable memory devices, scanner rollers, disks, etc.;

9.4.2.2. Repair or replacement of Dominion Hardware damaged by accident, disaster, theft, vandalism, neglect, abuse, or any improper usage;

9.4.2.3. Repair or replacement of Dominion Hardware modified by any person other than those authorized in writing by Dominion; and

9.4.2.4. Repair or replacement of Dominion Hardware from which the serial numbers have been removed, defaced or changed.

9.5. No Other Warranties. DOMINION DISCLAIMS ALL OTHER WARRANTIES, AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

10. **Force Majeure.** Should any circumstances beyond the control of Dominion or Customer occur that delay or render impossible the performance of any obligation due under this Agreement, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension, or cancelled if performance has been rendered impossible thereby. Such events may include, without limitation, accidents; war; acts of terrorism; natural disasters; labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of both Dominion and Customer. Neither Party shall be liable under this Agreement for any loss or damage to the other Party due to such delay or performance failures. Notwithstanding the foregoing, both Parties shall use commercially reasonable efforts to minimize the adverse consequences of any such circumstances. This Section shall not operate to excuse any Party from paying amounts that are owed pursuant to this Agreement.

11. Indemnification and Insurance Provisions.

11.1 Indemnification. Dominion, at its sole expense, will indemnify and defend Customer, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney's fees and awarded damages) arising out of a claim, suit or action that the System infringes, violates, or misappropriates a third party's patent, copyright, trademark, trade secret or other intellectual property or proprietary rights.

11.2 Insurance Provisions.

11.2.1 Dominion, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance.

- a. Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
- b. Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Dominion and Employer's Liability in the minimum amount of \$1,000,000.

11.2.2 All insurance required will be primary coverage as respects Customer and any insurance or self-insurance maintained by Customer will be excess of Dominion's insurance coverage and will not contribute to it.

11.2.3 Customer is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

11.2.4 The County of Ventura, Its Boards, Agencies, Departments, Offices, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Dominion under the terms of this contract on all policies required (except Workers' Compensation).

11.2.5 Dominion agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Dominion under the terms of this contract as it pertains to Workers' Compensation.

11.2.6 Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the Customer, Risk Management Division.

11.2.7 Dominion agrees to provide Customer with the following insurance documents on or before the effective date of this contract.

- a. Certificates of Insurance for all required coverage.
- b. Additional Insured endorsements.
- c. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

11.2.8 Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

12. Limitation of Liability. DOMINION'S TOTAL AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER ARISING, INCLUDING, WITHOUT LIMITATION, LOSS, DAMAGE, COSTS OR EXPENSES CAUSED BY BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY OR ANY OTHER DUTY SHALL IN NO CIRCUMSTANCES EXCEED THE TOTAL DOLLAR AMOUNT OF THE AGREEMENT. NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT LIMIT (1) DOMINION'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11.1, (2) DOMINION'S LIABILITY ARISING OUT OF ANY VIOLATION BY DOMINION OF THE LAWS OF THE STATE OF CALIFORNIA, (3) DAMAGES CAUSED BY DOMINION'S GROSS NEGLIGENCE, OR WILLFUL ACTS, OR (4) WRONGFUL DEATH CAUSED BY DOMINION. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF USE OR ANY OTHER INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, HOWSOEVER ARISING, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORT, EVEN IF THE PARTIES OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Confidential Information.

- 13.1. Each Party shall treat the other Party's Confidential Information as confidential within its respective organization and each Party shall be given the ability to defend the confidentiality of its Confidential Information to the maximum extent allowable under the law prior to disclosure by the other Party of such Confidential Information.
- 13.2. Subject to the requirements of Customer's public record laws ("PRL"), neither Party shall disclose the other Party's Confidential Information to any person outside its respective organization unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court.
- 13.3. Any specific information that Dominion claims to be confidential must be clearly marked or identified as such by Customer. To the extent consistent with PRL, Customer shall maintain the confidentiality of all such information marked by Dominion as confidential. If a request is made to view such Confidential Information,

Customer will notify Dominion of such request and the date the information will be released to the requestor unless Dominion obtains a court order enjoining such disclosure. If Dominion fails to obtain such court order enjoining such disclosure, Customer may release the requested information on or after the date so specified. Such release shall be deemed to have been made with Dominion's consent and shall not be deemed to be a violation of law or this Agreement.

14. Assignment. Neither Party may assign its rights, obligations, or interests in this Agreement without the written consent of the other Party, providing however that Dominion may assign the proceeds of this Agreement to a financial institution without prior consent of Customer but with written notice to Customer.

15. Termination.

15.1 For Default. In the event either Party violates any provisions of this Agreement, the non-violating Party may serve written notice upon the violating Party identifying the violation and providing a reasonable cure period. Except as otherwise noted herein, such cure period shall be at least thirty (30) days. In the event the violating Party has not remedied the infraction at the end of the cure period, the non-violating Party may serve written notice upon the violating Party of termination, and seek legal remedies for breach of contract as allowed hereunder. If the violation identified in the notice cannot be completely cured within the specified time period, no default shall occur if the Party receiving the notice begins curative action within the specified time period and thereafter proceeds with reasonable diligence and in good faith to cure the violation as soon as practicable.

15.2 For Non-Appropriation of Funds. Customer shall not be obligated for payments hereunder for any future fiscal year unless or until Customer appropriates funds for this Agreement in Customer's budget for that fiscal year. If funds are not appropriated, then this Agreement may be terminated by Customer at the end of the last fiscal year for which funds were appropriated. Termination of this Agreement by Customer under this Section 15.2 shall not constitute a breach of this Agreement by Customer. Customer shall notify Dominion in writing of such non-appropriation at the earliest possible date which, in any event, shall be prior to Dominion performing services during any fiscal year for which an appropriation has not been made. If Customer notifies Dominion that sufficient funds have not been appropriated or if sufficient funds have not been appropriated to compensate Dominion in accordance with the payment terms of this Agreement, Dominion may suspend Dominion's performance and terminate all Dominion licenses under this Agreement. Suspension of performance and termination of all Dominion licenses by Dominion in accordance with this Section 15.2 shall not constitute a breach of this Agreement by Dominion.

16. Legality and Severability. This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this Agreement is held to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby

and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any court reviewing this Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the Parties as set forth herein to the extent permitted by law.

17. Survival. The provisions of Sections 2, 9, 11, 13, 16, 18, and 19 shall survive the expiration or termination of this Agreement.

18. Choice of Law. Interpretation of this Agreement shall be governed by the laws of the State of California, and only courts of competent jurisdiction located in the State of California will have jurisdiction to hear and determine disputes under or questions relating to this Agreement.

19. Waiver. Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provisions of this Agreement.

20. Independent Contractor. Dominion and its agents and employees are independent contractors performing professional services for Customer and are not employees of Customer. Dominion and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Customer vehicles, or any other benefits afforded to employees of Customer as a result of Customer's entering into this Agreement. Dominion acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

21. Notices. All notices required or permitted to be given hereunder shall be given in writing and shall be deemed to have been given when delivered personally or by nationally recognized overnight carrier or mailed, certified or registered mail, return receipt requested, addressed to the intended recipient as follows:

If to Dominion:

Dominion Voting Systems, Inc.
Attn: Contracts Administrator
1201 18th St., Ste. 210
Denver, CO 80202

If to Customer:

County of Ventura - Hall of Administration, Lower Plaza
Attn: Tracy Saucedo
800 S. Victoria Avenue
Ventura, CA 93009

22. Third-Party Beneficiary. No person shall be a third-party beneficiary pursuant to this Agreement. No obligation of Dominion or Customer may be enforced against Dominion or Customer, as applicable, by any person not a party to this Agreement.

23. **Entire Agreement.** This Agreement and its Exhibits, which are incorporated herein by this reference, constitute the entire agreement, understanding and representations between Dominion and Customer, and supersede and replace all prior agreements, written or oral. No modifications or representations to the Agreement shall be valid unless made in writing and signed by duly authorized representatives of both Customer and Dominion, and must thereafter be incorporated as an addendum or amendment hereto.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

DOMINION VOTING SYSTEMS, INC.



AUTHORIZED SIGNATURE

John Poulos

PRINTED NAME

President & CEO

TITLE

12/11/2018

DATE

COUNTY OF VENTURA



AUTHORIZED SIGNATURE

MARK A. LUNN

PRINTED NAME

County Clerk-Recorder, Registrar of Voters

TITLE

12/14/18

DATE