

SECOND AMENDMENT

MOBILE BALLOT PRINTING SYSTEM AND LICENSE AGREEMENT

BY AND BETWEEN

DOMINION VOTING SYSTEMS, INC.

AND VENTURA COUNTY, CA

This Second Amendment to the Mobile Ballot Printing System and License Agreement (“Second Amendment”) is made and entered into as of this 8th day of October 2024 by and between the County of Ventura (“Customer”) and Dominion Voting Systems, Inc. (“Dominion”). Customer and Dominion may be referred to individually as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, on July 28, 2020, the Customer and Dominion entered into a Mobile Ballot Printing System and License Agreement (the “Original Agreement”), which was amended by the First Amendment dated August 25, 2022 (the “First Amendment”); and

WHEREAS, the Customer and Dominion desire to amend the Agreement; and

WHEREAS, the Original Agreement, First Amendment and this Second Amendment shall be collectively referred to herein as the “Agreement”;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows with this Second Amendment:

AMENDMENT

- 1. Recitals Incorporated.** The above recitals are true and correct and incorporated herein by this reference as if fully set forth.
- 2. Addition of Exhibit A-2.** Exhibit A-2, attached hereto and incorporated by this reference, is hereby added to the Agreement immediately following Exhibit A and Exhibit A-1. All references to “Exhibit A” or “Exhibit A and Exhibit A-1” in the Agreement are hereby replaced with references to “Exhibit A, Exhibit A -1 and Exhibit A-2.” To the extent there is any conflict between Exhibit A, Exhibit A-1, and Exhibit A-2, Exhibit A-2 will control.
- 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, 2033, unless sooner terminated as provided herein (“Term”).”

- 4. All Other Terms.** Except as expressly amended in this Second Amendment, all other Agreement sections, parts, terms, and conditions shall remain in full force and effect as stated in the Original Agreement or as previously amended by the First Amendment.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Agreement to be effective as of October 8, 2024.

COUNTY OF VENTURA

DOMINION VOTING SYSTEMS, INC.

AUTHORIZED SIGNATURE


AUTHOR~~I~~ZED SIGNATURE

John Poulos

PRINTED NAME

PRINTED NAME

President & CEO

TITLE

TITLE

10/1/2024

DATE

DATE

EXHIBIT A-2

TO THE MOBILE BALLOT PRINTING SYSTEM AND LICENSE AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND VENTURA COUNTY, CA

PRICING SUMMARY AND DELIVERABLES DESCRIPTION - 2025

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.

ANNUAL LICENSE AND WARRANTY FEES

Annual Fees shall commence on July 01, 2025. The Annual Fees described herein shall replace all Annual Fees previously established in the Original Agreement or in the First Amendment upon the Annual Fees commencement date of July 01, 2025. Dominion shall provide invoices to Customer for the Annual Fees listed below. Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of Dominion's 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) 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.

ANNUAL FEES ¹	QTY	UNIT PRICE	EXTENSION
MBP #2 Annual Hardware Warranty	119	\$413.44	\$ 49,199.36
Total:			\$ 49,199.36

¹ Commencing with the second invoicing of Annual Fees after July 1, 2025, and each year thereafter, Dominion reserves the right to adjust the Annual Fees within five percent (5%) of the then current fee.