

## FIRST AMENDMENT

### VOTING SYSTEM ACQUISITION AGREEMENT

C607446-25

BY AND BETWEEN  
LIBERTY VOTE USA INC.  
AND CLARK COUNTY, NV

This First Amendment to the Voting System Acquisition Agreement C607446-25 (“First Amendment”) is made and entered into as of this \_\_\_ of \_\_\_\_\_ 2026 (the “First Amendment Effective Date”) by and between Clark County, NV (“Customer”) and Liberty Vote USA Inc.

### RECITALS

**WHEREAS**, following a recent change in ownership, Dominion Voting Systems, Inc. is now Liberty Vote USA Inc.;

**WHEREAS**, on July 1, 2025, the Customer and Liberty Vote entered into a Voting System Acquisition Agreement C607446-25 (the “Agreement”);

**WHEREAS**, the Customer and Liberty Vote desire to amend the Agreement; and

**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 Customer and Liberty Vote agree as follows:

### AMENDMENT

- 1. Recitals Incorporated.** The above recitals are true and correct and incorporated herein by this reference as if fully set forth.
- 2. Amendment of Exhibit A.** Any references to ongoing license and warranty fees due after the First Amendment Effective Date are hereby deleted from Exhibit A. All ongoing license and warranty fees due after the First Amendment Effective Date are now listed in Exhibit A-1.
- 3. Addition of Exhibit A-1.** Exhibit A-1, attached hereto and incorporated by this reference, is hereby added to the Agreement immediately following Exhibit A. All references to “Exhibit A” in the Agreement are hereby replaced with references to “Exhibit A and Exhibit A-1.”
- 4. All Other Terms.** Except as expressly amended in this First Amendment, all other Agreement terms shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to the Agreement to be effective as of the First Amendment Effective Date.

**CLARK COUNTY, NV**

**LIBERTY VOTE USA INC.**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

Jessica Colvin  
PRINTED NAME

Chief Financial Officer  
TITLE

\_\_\_\_\_  
DATE

Signed by:  
Scott Leindecker  
AUTHORIZED SIGNATURE

Scott Leindecker  
PRINTED NAME

President  
TITLE

2/20/2026  
DATE

APPROVED AS TO FORM:  
STEVEN B. WOLFSON  
District Attorney

Sarah Schaerrer 03/04/2026  
By: [Sarah Schaerrer \(Mar 4, 2026 08:59:17 PST\)](#)  
SARAH SCHAERRER DATE  
Deputy District Attorney

**EXHIBIT A-1**  
**TO THE VOTING SYSTEM ACQUISITION AGREEMENT**  
**BY AND BETWEEN**  
**LIBERTY VOTE USA INC.**  
**AND CLARK COUNTY, NV**

**PRICING SUMMARY AND DELIVERABLES DESCRIPTION**

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 <sup>1</sup>	QTY	UNIT PRICE	EXTENSION
<b>In-Person Voting: Polling Location Hardware</b>			
ImageCast Precinct 2 Ballot Box - Plastic	100	\$1,500.00	\$150,000.00
ImageCast Precinct 2 (ICP2) Tabulator	100	\$4,950.00	\$495,000.00
		Sub-total:	\$645,000.00
<b>Consumables/Parts</b>			
SDHC Memory Card 8GB	200	\$16.25	\$3,250.00
ICE/ICP2 Paper Roll (98')	100	\$5.85	\$585.00
ICP Cleaning Sheet	100	\$7.25	\$725.00
		Sub-total:	\$4,560.00
<b>Support Services and Training</b>			
On-Site Services - Non-Election Day (/day)	1	\$2,200.00	\$2,200.00
		Sub-total:	\$2,200.00
<b>Estimated Shipping</b>			
Shipping (estimated)	1	\$25,000.00	\$25,000.00
		Sub-total:	\$25,000.00
<b>Discounts</b>			
Discount	100	\$-645.00	-\$64,500.00
		Sub-total:	-\$64,500.00
<b>Purchase Total</b>			<b>\$612,260.00</b>

<sup>1</sup> 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 Liberty Vote.

## ANNUAL FEES

Annual Fees shall commence on July 01, 2026.

ANNUAL LICENSE			
Term: Jul 1 2026 - Jun 30 2027			
Description	Quantity	Unit Price	Extended Price
Democracy Suite Annual License	1	\$163,883.68	\$163,883.68
Adjudication Annual License	1	\$8,358.37	\$8,358.37
ICX with BMD Printer Annual License	5,000	\$113.43	\$567,150.00
MBP Annual License	1	\$5,970.27	\$5,970.27
ICC HiPro Annual License	4	\$21,218.00	\$84,872.00
ICC HiPro Annual License	2	\$20,600.00	\$41,200.00
Remote UOCAVA/RAVBM Annual License	1	\$11,592.74	\$11,592.74
ICP2 Annual License	400	\$228.00	\$91,200.00
ICC HiPro Annual License	2	\$20,000.00	\$40,000.00
ICC G2140 Annual License	6	\$2,575.00	\$15,450.00
<b>Total:</b>			<b>\$1,029,677.06</b>

ANNUAL LICENSE			
Term: Jul 1 2027 - Jun 30 2028			
Description	Quantity	Unit Price	Extended Price
Democracy Suite Annual License	1	\$168,800.19	\$168,800.19
Adjudication Annual License	1	\$8,609.12	\$8,609.12
ICX with BMD Printer Annual License	5,000	\$116.83	\$584,150.00
MBP Annual License	1	\$6,149.38	\$6,149.38
ICC HiPro Annual License	4	\$21,854.54	\$87,418.16
ICC HiPro Annual License	2	\$21,218.00	\$42,436.00
Remote UOCAVA/RAVBM Annual License	1	\$11,940.52	\$11,940.52
ICP2 Annual License	400	\$234.84	\$93,936.00
ICC HiPro Annual License	2	\$20,600.00	\$41,200.00
ICC G2140 Annual License	6	\$2,652.25	\$15,913.50
ICP2 Annual License	100	\$228.00	\$22,800.00
<b>Total:</b>			<b>\$1,083,352.87</b>

ANNUAL LICENSE			
Term: Jul 1 2028 - Jun 30 2029			
Description	Quantity	Unit Price	Extended Price
Democracy Suite Annual License	1	\$173,864.20	\$173,864.20
Adjudication Annual License	1	\$8,867.39	\$8,867.39
ICX with BMD Printer Annual License	5,000	\$120.33	\$601,650.00
MBP Annual License	1	\$6,333.86	\$6,333.86
ICC HiPro Annual License	4	\$22,510.18	\$90,040.72
ICC HiPro Annual License	2	\$21,854.54	\$43,709.08
Remote UOCAVA/RAVBM Annual License	1	\$12,298.74	\$12,298.74
ICP2 Annual License	400	\$241.89	\$96,756.00
ICC HiPro Annual License	2	\$21,218.00	\$42,436.00
ICC G2140 Annual License	6	\$2,731.82	\$16,390.92
ICP2 Annual License	100	\$234.84	\$23,484.00
<b>Total:</b>			<b>\$1,115,830.91</b>

ANNUAL LICENSE			
Term: Jul 1 2029 - Jun 30 2030 (optional renewal 1)			
Description	Quantity	Unit Price	Extended Price
Democracy Suite Annual License	1	\$179,080.13	\$179,080.13
Adjudication Annual License	1	\$9,133.41	\$9,133.41
ICX with BMD Printer Annual License	5,000	\$123.94	\$619,700.00
MBP Annual License	1	\$6,523.88	\$6,523.88
ICC HiPro Annual License	4	\$23,185.49	\$92,741.96
ICC HiPro Annual License	2	\$22,510.18	\$45,020.36
Remote UOCAVA/RAVBM Annual License	1	\$12,667.70	\$12,667.70
ICP2 Annual License	400	\$249.15	\$99,660.00

ICC HiPro Annual License	2	\$21,854.54	\$43,709.08
ICC G2140 Annual License	6	\$2,813.77	\$16,882.62
ICP2 Annual License	100	\$241.89	\$24,189.00
<b>Total:</b>			<b>\$1,149,308.14</b>

Term: Jul 1 2030 - Jun 30 2031 (optional renewal 2)			
Description	Quantity	Unit Price	Extended Price
Democracy Suite Annual License	1	\$184,452.53	\$184,452.53
Adjudication Annual License	1	\$9,407.41	\$9,407.41
ICX with BMD Printer Annual License	5,000	\$127.66	\$638,300.00
MBP Annual License	1	\$6,719.60	\$6,719.60
ICC HiPro Annual License	4	\$23,881.05	\$95,524.20
ICC HiPro Annual License	2	\$23,185.49	\$46,370.98
Remote UOCAVA/RAVBM Annual License	1	\$13,047.73	\$13,047.73
ICP2 Annual License	400	\$256.62	\$102,648.00
ICC HiPro Annual License	2	\$22,510.18	\$45,020.36
ICC G2140 Annual License	6	\$2,898.18	\$17,389.08
ICP2 Annual License	100	\$249.15	\$24,915.00
<b>Total:</b>			<b>\$1,183,794.89</b>

ANNUAL WARRANTY			
Term: Jul 1 2026 - Jun 30 2027			
Description	Quantity	Unit Price	Extended Price
MBP Annual Warranty	1	\$1,751.00	\$1,751.00
ICC HiPro Annual Warranty	4	\$12,730.80	\$50,923.20
ICC HiPro Annual Warranty	2	\$12,360.00	\$24,720.00
ICP2 Annual Warranty	400	\$135.00	\$54,000.00
ICC HiPro Annual Warranty	2	\$12,000.00	\$24,000.00
ICC G2140 Annual Warranty	6	\$1,500.00	\$9,000.00
<b>Total:</b>			<b>\$164,394.20</b>

Term: Jul 1 2027 - Jun 30 2028			
Description	Quantity	Unit Price	Extended Price
MBP Annual Warranty	1	\$1,803.53	\$1,803.53
ICC HiPro Annual Warranty	4	\$13,112.72	\$52,450.88
ICC HiPro Annual Warranty	2	\$12,730.80	\$25,461.60
ICP2 Annual Warranty	400	\$139.05	\$55,620.00
ICC HiPro Annual Warranty	2	\$12,360.00	\$24,720.00
ICC G2140 Annual Warranty	6	\$1,545.00	\$9,270.00
ICP2 Annual Warranty	100	\$135.00	\$13,500.00
<b>Total:</b>			<b>\$182,826.01</b>

Term: Jul 1 2028 - Jun 30 2029			
Description	Quantity	Unit Price	Extended Price
MBP Annual Warranty	1	\$1,857.64	\$1,857.64
ICC HiPro Annual Warranty	4	\$13,506.10	\$54,024.40
ICC HiPro Annual Warranty	2	\$13,112.72	\$26,225.44
ICP2 Annual Warranty	400	\$143.22	\$57,288.00
ICC HiPro Annual Warranty	2	\$12,730.80	\$25,461.60
ICC G2140 Annual Warranty	6	\$1,591.35	\$9,548.10
ICP2 Annual Warranty	100	\$139.05	\$13,905.00
<b>Total:</b>			<b>\$188,310.18</b>

Term: Jul 1 2029 - Jun 30 2030 (optional renewal 1)			
Description	Quantity	Unit Price	Extended Price
MBP Annual Warranty	1	\$1,913.37	\$1,913.37
ICC HiPro Annual Warranty	4	\$13,911.28	\$55,645.12
ICC HiPro Annual Warranty	2	\$13,506.10	\$27,012.20
ICP2 Annual Warranty	400	\$147.52	\$59,008.00

ICC HiPro Annual Warranty	2	\$13,112.72	\$26,225.44
ICC G2140 Annual Warranty	6	\$1,639.09	\$9,834.54
ICP2 Annual Warranty	100	\$143.22	\$14,322.00
<b>Total:</b>			<b>\$193,960.67</b>

Term: Jul 1 2030 - Jun 30 2031 (optional renewal 2)			
Description	Quantity	Unit Price	Extended Price
MBP Annual Warranty	1	\$1,970.77	\$1,970.77
ICC HiPro Annual Warranty	4	\$14,328.62	\$57,314.48
ICC HiPro Annual Warranty	2	\$13,911.28	\$27,822.56
ICP2 Annual Warranty	400	\$151.95	\$60,780.00
ICC HiPro Annual Warranty	2	\$13,506.10	\$27,012.20
ICC G2140 Annual Warranty	6	\$1,688.26	\$10,129.56
ICP2 Annual Warranty	100	\$147.52	\$14,752.00
<b>Total:</b>			<b>\$199,781.57</b>

<sup>2</sup> Commencing with the second invoicing of Annual Fees, and each year thereafter, Liberty Vote reserves the right to adjust the Annual Fees within three percent (3%) of the then current fee.

2. **Payment Schedule** - Liberty Vote 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 Liberty Vote 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 Liberty Vote) shall be reimbursed by Customer.

Payment #	Payment Description	Invoice Date	Amount
1	Upon Contract Signing	03/09/2026	\$ 612,260.00
2	Annual Payments	Annually beginning 01/01/2026	See charts above

3. **Product Description**

3.1. **Product Description**

- **ImageCast<sup>®</sup> Precinct Tabulator (ICP).** ImageCast<sup>®</sup> Precinct Scanner and Tabulator is an optical scan ballot tabulator used to scan marked paper ballots, interpret voter marks on the paper ballot, communicate these interpretations back to the voter and upon voter acceptance, deposits the ballot in the ballot box. The ImageCast consists of the following:
  - Two (2) optical imaging scanners for creating duplex scanned image of each side of the ballot. Ballots can be fed in all four (4) orientations.
  - Linux Operating System.
  - Two (2) SD memory card ports for storage capabilities. Two (2) 8GB SD memory cards will be provided and located behind two securable doors (Administrator Door and Pollworker Door).

- An integrated interactive electronic display in the form of an ultra-high contrast graphical color 5.7" LCD screen, and a built-in touch screen for administration purposes.
- An internal 3" thermal printer and one (1) 3" paper roll for generating reports.
- One (1) administrative security key (iButton) used with an integrated receptacle (physically attached to the top of the unit and electrically connected to the motherboard) used for a variety of verification and security tasks such as control, data confidentiality and integrity functions.
- A motorized paper feed mechanism for detecting and moving the ballot within the scanner. Ballots used with the ImageCast must be 8.5" wide by a variable length (11", 14", 17", and 22"). The paper feed mechanism is physically capable of moving the ballot forward into the machine, across image sensors, enabling complete image capture of both sides of the ballot.
- An internal battery which meets or exceeds certification standards.
- Patented functionality known as AuditMark. For each ballot scanned and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts below:
  - The top portion of the image contains a scanned image of the ballot.
  - The bottom portion consists of a machine-generated text showing each mark that the unit interpreted for that particular ballot. This is referred to as the AuditMark.

3.2. **Ongoing telephone support.** Telephone support shall be available for Customers during the Term of the Agreement at no additional costs.

3.3. **Travel and Expenses included.** All costs of Liberty Vote transportation, lodging and meal expenses are included during the Agreement Term.

3.4. **Other Services, Consumables or Equipment.** Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the Customer at the then current Liberty Vote list price.