

**AMENDMENT NINE  
TO THE VOTING SYSTEM AGREEMENT  
BY AND BETWEEN  
DOMINION VOTING SYSTEMS, INC.  
AND CLARK COUNTY, NV (C603915-15)**

This Amendment Nine is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between Clark County, Nevada (the "Customer") and Dominion Voting Systems, Inc. ("Dominion"). This Amendment Nine may refer to Dominion and the Customer together as the "Parties," or may refer to Dominion or the Customer individually as a "Party."

**RECITALS**

**WHEREAS**, the Customer and Dominion entered into a Voting System Agreement with an effective date of September 1, 2015, which was subsequently amended by Amendment One dated February 16, 2016, Amendment Two dated February 7, 2017, Amendment Three dated May 7, 2018, Amendment Four dated July 1, 2019, Amendment Five dated July 26, 2020, Amendment Six dated September 23, 2020, Amendment Seven dated March 15, 2022, and Amendment Eight dated March 5, 2024 (collectively, the Voting System Agreement and all amendments thereto are referred to herein as the "Agreement");

**WHEREAS** the Customer and Dominion now desire to revise certain terms of the Agreement upon the terms, covenants and conditions set forth herein.

**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 Customer and Dominion agree as follows:

**AGREEMENT**

- 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-7.** Exhibit A-7, attached hereto and incorporated by this reference, is hereby added to the Agreement immediately following Exhibit A-6. All references to "Exhibit A" in the Agreement are hereby replaced with references to "Exhibits A-1, A-2, A-3, A-4, A-5, A-6 and A-7."
- 3. All Other Terms.** Except as expressly amended in this Amendment Nine, all other Agreement terms shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Ninth Amendment to be executed as of the date first above written.

**DOMINION VOTING SYSTEMS, INC.**



\_\_\_\_\_  
JOHN POULOS  
President and CEO

9/23/2024

\_\_\_\_\_  
DATE

**CLARK COUNTY, NEVADA**

\_\_\_\_\_  
JESSICA COLVIN  
Chief Financial Officer

\_\_\_\_\_  
DATE

**APPROVED AS TO FORM**

STEVEN B. WOLFSON  
District Attorney

*Sarah Schaerrer*  
[Sarah Schaerrer \(Oct 10, 2024 07:57 PDT\)](#)

\_\_\_\_\_  
SARAH SCHAERRER  
Deputy District Attorney

## EXHIBIT A-7

### VOTING SYSTEM ACQUISITION AGREEMENT BY AND BETWEEN DOMINION VOTING SYSTEMS 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	400	\$1,500.00	\$600,000.00
BMD Printer and Tray Extender Kit	5500	\$775.00	\$4,262,500.00
ImageCast Precinct 2 (ICP2) Tabulator	400	\$4,950.00	\$1,980,000.00
Cable - USB 2.0 A Male to B Male. Black. 6 ft. With Ferrites	5000	\$14.96	\$74,800.00
Universal Power Supply (UPS)	125	\$737.00	\$92,125.00
		Sub-total:	\$7,009,425.00
<b>Central Scanning: Absentee/Vote by Mail Hardware</b>			
ImageCast Central Kit HSS	2	\$220,000.00	\$440,000.00
Project Management & Implementation	1	\$2,200.00	\$2,200.00
		Sub-Total	\$442,200.00
<b>Accessories</b>			
High Speed Media Reader	26	\$37.95	\$986.70
Transport Bag Kit - 1 BMD Printer & 1 Ext Tray Sleeve	5000	\$93.50	\$467,500.00
		Sub-total:	\$468,486.70
<b>Consumables/Parts</b>			
ICE/ICP2 Paper Roll (98")	400	\$5.85	\$2,340.00
ICP Cleaning Sheet	400	\$23.10	\$9,240.00
		Sub-total:	\$11,580.00
<b>Support Services and Training</b>			
On-Site Services - Non-Election Day (/day)	15	\$2,200.00	\$33,000.00
		Sub-total:	\$33,000.00
<b>Estimated Shipping</b>			
Shipping (estimated)	1	\$135,000.00	\$135,000.00
		Sub-total:	\$135,000.00
<b>Discounts</b>			
Discount	1	\$-33,000.00	-\$33,000.00
Discount	400	\$-645.00	-\$258,000.00
Discount	6500	\$-190.00	-\$1,235,000.00
		Sub-total:	-\$1,526,000.00
<b>Purchase Sub-Total</b>			<b>\$6,573,691.70</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 Dominion.

**SYSTEM RENTAL, ADDITIONAL SERVICES & CONSUMABLE (for November 2024 election)**

DESCRIPTION	Quantity	Unit Price	Extension
ImageCast Central Kit – G2140 with Imprinter <sup>2</sup>	6	N/A	\$50,000.00
ICC Black Imprinter Cartridge (consumable)	6	\$42.90	\$257.40
Project Management & Implementation	1	\$2,200.00	\$2,200.00
Shipping	1	\$9,000.00	\$9,000.00
<b>RENTAL TOTAL</b>			<b>\$61,457.40</b>

<sup>2</sup> In addition to the standard terms and conditions of the Agreement, the following terms shall apply to the rental of the ImageCast Central Kit – G2140 with Imprinter ("ICC Kit").

1. Title to the ICC Kit hardware will remain with Dominion and will not pass to the Customer. All Dominion software license terms and conditions in the Agreement shall apply to the ICC Kit software.
2. Dominion shall be responsible for shipping the ICC Kit hardware to and from the Customer's designated location. The equipment rental expires on 12/31/2024. Dominion and the Customer shall coordinate the return of the ICC Kit hardware at a time and date mutually agreed to by Dominion and the Customer but no later than 12/31/2024.

**ANNUAL FEES**

Annual Fees shall commence on January 15, 2026 .

DESCRIPTION <sup>2</sup>	QTY	UNIT PRICE	EXTENSION
<b>Annual Licenses</b>			
ImageCast Precinct (ICP) Annual Firmware License	400	\$228.00	\$91,200.00
ImageCast Central Annual Firmware License High Speed Scanner (ICC)	2	\$20,000.00	\$40,000.00
		Sub-total:	\$131,200.00
<b>Annual Warranties</b>			
ImageCast Precinct Annual Hardware Warranty	400	\$135.00	\$54,000.00
ImageCast Central Annual Hardware Warranty High Speed Scanner (ICC)	2	\$12,000.00	\$24,000.00
		Sub-total:	\$78,000.00
		<b>Annual Total</b>	<b>\$209,200.00</b>

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

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.

Payment #	Payment Description	Invoice Date	Amount
1	Rental	11/15/2024	\$61,457.40
2	ImageCast High Speed Scanner Purchase	1/06/2025	\$442,200.00
3	Due on contract signing	11/05/2024	\$ 2,464,596.70
4	Due upon acceptance	01/30/2025	\$ 3,666,895.00

3. **Additional Services Description**

- 3.1. ***Ongoing telephone support.*** Telephone support shall be available for Customers during the Term of the Agreement at no additional costs.
- 3.2. ***Travel and Expenses included.*** All costs of Dominion transportation, lodging and meal expenses are included during the Agreement Term.
- 3.3. ***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 Dominion list price.