

AMENDMENT SEVEN

VOTING SYSTEMS AGREEMENT; CBE NUMBER 603915-15

between

Clark County, Nevada

and

Dominion Voting Systems, Inc.

This Amendment Seven is made and entered into as of this 15th day of March, 2022 by and between Clark County, Nevada (the "Customer") and Dominion Voting Systems, Inc. ("Dominion"). This Amendment Seven 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, effective date of September 1, 2015, which was amended by an Amendment One dated February 16, 2016, Amendment Two dated February 7th, 2017, Amendment Three dated May 7th, 2018, Amendment Four dated July 1, 2019, Amendment Five dated July 26, 2020, and Amendment Six dated September 23, 2020 (the Voting System Agreement, and the First, Second, Third, Fourth, Fifth and Sixth Amendments collectively shall be referred to 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. Additional Exhibit. Exhibit A-5, attached to this Amendment Seven, is hereby added and incorporated into to the Agreement.

3. Modification of Exhibits. The following modifications will be made to Exhibit A, Exhibit A-3, and Exhibit A-4.

- a. Modification to Exhibit A. The following language shall be added at the end of Section 1 of Exhibit A: "Customer shall only use the ImageCast Central – G1130 equipment listed in this Exhibit A for tabulation purposes until April 1, 2022. Any use of the ImageCast Central – G1130 equipment listed in this Exhibit A for tabulation purposes after April 1, 2022 is prohibited. No annual license and warranty fees listed in this Exhibit A for the ImageCast Central – G1130 equipment will be due after April 1, 2022."
- b. Modification to Exhibit A-3. The following language shall be added at the end of Section 1 of Exhibit A-3: "Customer shall only use the ImageCast Central – G2140 equipment listed in this Exhibit A-3 for tabulation purposes until April 1, 2022. Any use of the ImageCast Central – G2140 equipment listed in this Exhibit A-3 for tabulation purposes after April 1, 2022 is prohibited. No annual license

and warranty fees listed in this Exhibit A-3 for the ImageCast Central – G2140 equipment will be due after April 1, 2022.”

- c. Modification to Exhibit A-4. The following language shall be added at the end of Section 1 of Exhibit A-4: “Customer shall only use the ImageCast Central – G2140 equipment listed in this Exhibit A-4 for tabulation purposes until April 1, 2022. Any use of the ImageCast Central – G2140 equipment listed in this Exhibit A-4 for tabulation purposes after April 1, 2022 is prohibited. No annual license and warranty fees listed in this Exhibit A-4 for the ImageCast Central – G2140 equipment will be due after April 1, 2022.”

3. All Other Terms. Except as expressly amended in this Amendment Seven, the Agreement shall remain in full force and effect.

[signatures on following page]

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

DOMINION VOTING SYSTEMS, INC.



JOHN POULOS
President and CEO

7/25/2022
DATE

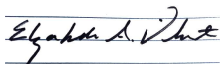
CLARK COUNTY, NEVADA

JESSICA COLVIN
Chief Financial Officer

DATE

APPROVED AS TO FORM

STEVEN B. WOLFSON
District Attorney



ELIZABETH A. VIBERT
Deputy District Attorney

EXHIBIT A-5

**VOTING SYSTEM ACQUISITION AGREEMENT
BY AND BETWEEN DOMINION VOTING SYSTEMS
AND CLARK COUNTY, NV**

Pricing and Payment Summary

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.

HI-PRO PRODUCTS/SERVICES

Product/Service*	Qty	Unit Price	Extension
Central Scanning: Absentee / Vote By Mail Hardware			
ImageCast Central Kit - HSS (XE3)	4	\$200,000.00	\$800,000.00
		Sub-Total	\$800,000.00
Support Services			
Project Management & Implementation (/day)	2	\$2,000.00	\$4,000.00
		Sub-Total	\$4,000.00
Training			
Training (/day)	5	\$2,000.00	\$10,000.00
		Sub-Total	\$10,000.00
Estimated Shipping			
Shipping (estimated)	4	\$2,000.00	\$8,000.00
		Sub-Total	\$8,000.00
Hi-Pro Product/Services Purchase Total			\$822,000.00

* 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.

BALLOT PREPARATION AND EMS TRAINING SERVICES

Service	Qty	Unit Price	Extension
Support Services			
On-Site Primary Ballot Setup Services - Non-Election Day (/day)	10.0	\$2,000.00	\$20,000.00
		Sub-Total	\$20,000.00
Training			
Election Management System (EMS) Training (/day)	5.0	\$2,000.00	\$10,000.00
		Sub-Total	\$10,000.00
Election Support Services			
Off-site Primary Ballot Setup	40.0	\$235.00	\$9,400.00
		Sub-Total	\$9,400.00
Ballot Preparation and EMS Training Services Purchase Total			\$39,400.00

ANNUAL SOFTWARE LICENSE AND WARRANTY FEES

Beginning April 1, 2023

Item	Qty	Unit Price	Extension
ImageCast Central Annual Firmware License - HSS	4	\$20,000.00	\$80,000.00
ImageCast Central Annual Hardware Warranty - HSS	4	\$12,000.00	\$48,000.00
Annual Fee Total**			\$128,000.00

** Beginning April 1, 2025, Dominion reserves the right to increase the Annual License Fees by a percentage of the previous year's fee, which shall be the lesser of the Consumer Price Index Series percent change of the prior twelve (12) month period or three percent (3%).

2. **Payment Schedule** - Dominion shall invoice the Customer for the software license fees described below. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved Customer. Payments specified in this Exhibit are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which taxes shall be reimbursed by the Customer.

ID	Payment Invoice Date	Payment Amount
1	Equipment Delivery	\$822,000.00
2	Completion of Services	\$39,400.00
3	Annual License Fees – April 1, 2023 This payment amount reflects application of credit in the amount of \$27,264.38 for pre-paid license and warranty fees.	\$100,735.62
4	Annual License Fees beginning April 1, 2024**	\$128,000.00

** Beginning April 1, 2025, Dominion reserves the right to increase the Annual License Fees by a percentage of the previous year's fee, which shall be the lesser of the Consumer Price Index Series percent change of the prior twelve (12) month period or three percent (3%).