VOTING SYSTEM ACQUISITION AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND CLARK COUNTY, NV
C607446-25

This Voting System Acquisition Agreement (the "Agreement"), dated July 1, 2025 (the "Effective Date"), is made between Clark County, NV (the "Customer"), and Dominion Voting Systems, Inc., ("Dominion"). This Agreement may refer to Dominion and the Customer as the "Parties," or may refer to Dominion or the Customer individually as a "Party."

WHEREAS, the Customer desires to purchase a voting system, software use licenses and related services; and

WHEREAS, Dominion designs, manufactures, licenses, and provides services for its voting systems.

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 the Customer.

1. **Composition of Agreement.** Exhibits A and B are attached and incorporated herein by reference and form a part of this Agreement. This Agreement consists of the general terms and conditions contained in the following sections, together with the listed Exhibits:

      1.1.1.1.1.     Exhibit A:     Pricing Summary and Deliverables Description

      1.1.1.1.2.     Exhibit B:     Software License and Hardware Warranty Terms

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

2.1. "Acceptance" and variations thereof, means the successful completion by the 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 that a Party (the "Disclosing Party") maintains as trade secrets or confidential and which are disclosed to 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$^R$ system hardware as more specifically described in Exhibit A.

2.4. "Dominion Software" means software programs licensed by Dominion and any associated documentation as more specifically described in Exhibit A.

2.5. "Election Management System Hardware" or "EMS Hardware" means third party hardware required for operating Dominion Software as used in conjunction with the Dominion Hardware.

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2.6. "License" has the meaning set forth in Section 7.

2.7. "System" means the combination of Dominion Software, Dominion Hardware and EMS Hardware.

2.8. "Third Party Software" means manufacturer supplied software, or firmware 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, report writing subroutines, and firmware.

3. **Term of Agreement.** The Term of this Agreement shall begin on the Effective Date and shall continue until June 30, 2029. Customer shall have the option to renew on an annual basis for an additional 2 years, subject to the license and warranty fees and terms defined in Exhibits A and B. The Customer, at its sole discretion, may choose to terminate the Agreement prior to any annual renewal. Notification of termination must be in writing and provided to Dominion within forty-five (45) calendar days prior to expiration of the then-current Term.

4. **Dominion's Responsibilities.** Dominion shall:

4.1. Deliver the System and services as described in Exhibit A - Pricing and Payment Summary and Deliverables Description.

4.2. Provide the Customer with the Dominion Software use License and related warranties as described in Exhibit B - Software License and Hardware Warranty Terms.

4.3. Provide the Customer with the Dominion Hardware Warranty as described in Exhibit B - Software License and Hardware Warranty Terms.

4.4. 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 the project. The Dominion Project Manager will be responsible for all services including, resource planning and coordination, product delivery, issue resolution and for all administrative matters such as invoices and payments.

4.5. Provide the Customer with reproducible electronic copies of the user documentation.

4.6. Assist in the Acceptance Testing process as required by Section 9 herein.

4.7. Provide invoices to Customer according to the payment schedule listed in Exhibit A and pursuant to the payment schedule 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 after receipt of an accurate invoice that has been reviewed and approved by Customer. Payments specified in this Section 5 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. If the Customer is exempt from taxes, Customer shall supply Dominion a tax exemption certificate or other similar in a form demonstrating its exempt status upon request.

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. The Customer Project Manager shall be empowered to make decisions on behalf of the Customer with respect to the work being performed under this Agreement. The Customer Project Manager shall also have direct access to the Customer's top management at all times for purposes of problem resolution.

5.3. Conduct Acceptance testing process as required by Section 9.

5.4. 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. Agree to use only commercial printers for all ballot printing and production that are qualified by Dominion through Dominion's Ballot Printer Qualification Program.

5.6. Prohibited Acts. The Customer shall not, without the prior written permission of Dominion:

  5.6.1. Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup.

  5.6.2. Reverse engineer, disassemble, decompile, decipher or analyze the Software in whole or in part;

  5.6.3. Alter or modify the Software or copyright notices in any way or prepare any derivative works of the Software or any parts of the Software.

  5.6.4. Alter, remove or obstruct any copyright or proprietary notices from the Software, or fail to reproduce the same on any lawful copies of the Software;

  5.6.5. Provide or transfer any Software or Hardware component to any third party unless explicitly authorized in writing by Dominion.

6. **Title and Risk of Loss.**

  6.1. Title to the System. Title to the System, or any portion thereof, excluding Dominion and Third Party Software, will pass to Customer upon delivery.

  6.2. Software. Software, including firmware, 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, shall remain the property of Dominion, or any third party that owns such 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 ten 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 shall cooperate in the processing of any claims made by Dominion.

7. **Software License and Use.**

7.1. <u>License</u>. Upon mutual execution of this Agreement, Dominion grants to the Customer, and the 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 attached hereto as Exhibit B.

7.2. <u>Third Party Software</u>. 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.

8. **Warranties.** <u>Dominion Software Warranty</u>. The Dominion Software warranty is subject to the terms of Exhibit B - Software License and Hardware Warranty Terms.

8.1. <u>Dominion Hardware Warranty Terms</u>. The Dominion Hardware Warranty is subject to the terms of Exhibit B - Software License and Hardware Warranty Terms.

8.2. <u>Third Party Products</u>. The warranties in this Sections 8 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. **Acceptance.**

9.1. <u>Dominion Software or Dominion Hardware Testing</u>. After delivery of Dominion Software or Hardware, the Customer will conduct Acceptance testing of such units, in accordance with the Acceptance criteria developed and mutually agreed to by the Parties. Acceptance testing shall occur no later than ten business days after delivery.

9.2. <u>System Acceptance Testing</u>. To the extent not tested as part of the testing pursuant to Subsections 9.1, upon completing the installation of the System, the Customer will conduct system acceptance testing, according to the Acceptance test procedures developed and updated, from time to time, by Dominion. Such Acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than ten business days after installation of the System.

9.3. <u>Acceptance/Rejection</u>. After testing, if the Dominion Software or Hardware does not conform to user documentation or the Acceptance testing criteria, Customer will notify Dominion in writing within five (5) business days. Dominion will, at its own expense, repair or replace the rejected Dominion Software or Hardware 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, or Hardware in writing in its sole discretion.

10. **Force Majeure.** Should any circumstances beyond the control of either Party 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; pandemic; labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond

the control of the Parties. 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 such circumstances. This Section shall not operate to excuse any Party from paying amounts owed pursuant to this Agreement.

## 11. Indemnification.

11.1. Dominion shall indemnify and hold harmless Customer from third party claims arising from, or alleged to arise from, the negligence or deliberate misconduct of Dominion in the course of performing under this Agreement. The indemnity contained in this Section 11.1 extends solely to claims and lawsuits for personal injury, death, or destruction of tangible personal property.

11.2. Dominion, at its sole expense, will indemnify and defend the 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.

## 12. Limitation of Liability. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS AGREEMENT, 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 2 MILLION DOLLARS ($2,000,000). 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, 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 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 their respective organizations 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. Any specific information that Dominion claims to be confidential must be clearly marked or identified as such by Dominion. To the extent consistent with PRL, Customer shall maintain the confidentiality of all such information marked by Dominion as confidential.

13.2. Subject to the requirements of the Customer's public record laws ("PRL"), neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations 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. 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, the Customer will release the requested information on the date 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 the Customer but with written notice to Customer.

15. **Termination.** 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 a 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 breach 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 good faith diligence to cure the breach as soon as practicable.

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 fullest extent permitted by law.

17. **Survival.** The provisions of Sections 2, 10, 11, 12, 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 NV, and the courts of competent jurisdiction located in NV will have jurisdiction to hear and determine 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. **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.

21. **Independent Contractor.** Dominion and its agents and employees are independent contractors performing professional services for the Customer and are not employees of the 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 the Customer as a result of 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.

22. **Entire Agreement.** This Agreement and its Exhibits incorporated herein by reference constitute the entire agreement, understanding and representations between Dominion and the 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 the Customer and Dominion, and incorporated as an Addendum hereto.

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

> If to Dominion:
> > Dominion Voting Systems, Inc.
> > Attn: Contracts Administrator
> > PO Box 40005
> > Denver, CO 80204
> > e-mail: contracts@dominionvoting.com
>
> If to the customer:
> > Clark County, NV:
> > 965 Trade Drive, Suite A
> > North Las Vegas, NV 89030
> > e-mail: lpo@clarkcountynv.gov

IN WITNESS WHEREOF. the parties have caused this Agreement to be executed as of the Effective Date.

**DOMINION VOTING SYSTEMS, INC.**

Signed by:

*John Poulos*

25A4931427D54E7...

AUTHORIZED SIGNATURE

John Poulos

PRINTED NAME

President & CEO

TITLE

5/30/2025

DATE

**CLARK COUNTY, NV**

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: *Sarah Schaerrer*
Sarah Schaerrer (Jun 9, 2025 10:22 PDT)

SARAH SCHAERRER
Deputy District Attorney

Jun 9, 2025

DATE

# EXHIBIT A

## TO THE VOTING SYSTEM ACQUISITION AGREEMENT
## BY AND BETWEEN
## DOMINION VOTING SYSTEMS, 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[1] | QTY | UNIT PRICE | EXTENSION |
|---|---|---|---|
| | | | |
| Image Cast Central Kit – G2140 | 6 | $27,500.00 | $165,000.00 |
| Discount for rental | | | -$50,000.00 |
| | | Purchase Total | $115,000.00 |

[1] 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.

### ANNUAL FEES

Annual Fees shall commence on July 01, 2025 and be invoice on anniversaries of such date through the end of the Agreement Term.
License Fees:

| Term: July 1, 2025 - June 30, 2026 | | | |
|---|---|---|---|
| Description | Quantity | Unit Price | Extended Price |
| Democracy Suite Annual License | 1 | $ 159,110.37 | $ 159,110.37 |
| Adjudication Annual License | 1 | $ 8,114.92 | $ 8,114.92 |
| ICX with BMD Printer Annual License | 5,000 | $ 110.13 | $ 550,650.00 |
| MBP Annual License | 1 | $ 5,796.38 | $ 5,796.38 |
| ICC HiPro Annual License | 4 | $ 20,600.00 | $ 82,400.00 |
| ICC HiPro Annual License | 2 | $ 20,000.00 | $ 40,000.00 |
| Remote UOCAVA/RAVBM Annual License | 1 | $ 11,592.74 | $ 11,592.74 |
| ICP2 Annual License (pro-rated 5 months+17 days Jan 15 2026-Jun 30 2026) | 400 | $ 105.42 | $ 42,168.00 |
| ICC HiPro Annual License (pro-rated 5 months+17 days Jan 15 2026-Jun 30 2026) | 2 | $ 9,247.31 | $ 18,494.62 |
| | | | $ 918,327.03 |

| Term: July 1, 2026 - June 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 |
| | | | $ 1,029,677.06 |

| Term: July 1, 2027 - June 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 |
| | | | $ 1,060,552.87 |

| Term: July 1, 2028 - June 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 |
| | | | $ 1,092,346.91 |

| Term: July 1, 2029 - June 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 |
| | | | $ 1,125,119.14 |

| Term: July 1, 2030 - June 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 |
| | | | $ 1,158,879.89 |

| ANNUAL WARRANTY | | | | | |
|---|---|---|---|---|---|
| **Term: July 1, 2025 - June 30, 2026** | | | | | |
| **Description** | **Quantity** | **Unit Price** | | **Extended Price** | |
| MBP Annual Warranty (pro-rated 10 months Sep 1 2025-Jun 30 2026) | 1 | $ | 1,459.17 | $ | 1,459.17 |
| ICC HiPro Annual Warranty | 4 | $ | 12,360.00 | $ | 49,440.00 |
| ICC HiPro Annual Warranty | 2 | $ | 12,000.00 | $ | 24,000.00 |
| ICP2 Annual Warranty (pro-rated 5 months+17 days Jan 15 2026-Jun 30 2026) | 400 | $ | 62.42 | $ | 24,968.00 |
| ICC HiPro Annual Warranty (pro-rated 5 months+17 days Jan 15 2026-Jun 30 2026) | 2 | $ | 5,548.39 | $ | 11,096.78 |
| | | | | $ | 110,963.95 |

| **Term: July 1, 2026 - June 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 |
| | | | | $ | 164,394.20 |

| **Term: July 1, 2027 - June 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 |
| | | | | $ | 169,326.01 |

| **Term: July 1, 2028 - June 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 |
| | | | | $ | 174,405.18 |

| **Term: July 1, 2029 - June 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 |
| | | | | $ | 179,638.67 |

| Term: July 1, 2030 - June 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 |
| | | | $ 185,029.57 |

[2] 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 as outlined above.

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 | Purchase of Central Scanners | 7/1/2025 | $115.000.00 |
| 2 | Term: July 1. 2025 – June 30. 2026 | 07/01/2025 | $1.029.290.90 |
| 3 | Term: July 1. 2026 – June 30. 2027 | 07/01/2026 | $1.194.071.26 |
| 4 | Term: July 1. 2027 – June 30. 2028 | 07/01/2027 | $1.229.878.88 |
| 5 | Term: July 1. 2028 – June 30. 2029 | 07/01/2028 | $1.266.752.09 |
| 6(optional renewal 1) | Term: July 1. 2029 – June 30. 2030 | 07/01/2029 | $1.304.757.81 |
| 7(optional renewal 2) | Term: July 1. 2030 – June 30. 2031 | 07/01/2030 | $1.343.909.46 |

3. **Product Description**

3.1. *Product Description*

3.1.1. **ImageCast® Central (ICC) Scanner Kit.** Each ImageCast® Central Scanner Kit includes the following components:

3.1.1.1.   Canon G2140 high speed scanner (or equivalent certified scanner)

3.1.1.2.   ImageCast® Central Software including third party software

3.1.1.3.   Dell workstation with pre-loaded software

3.1.1.4.   iButton Security Key

3.1.1.5.   iButton Programmer and iButton Key Switch used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.

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 Dominion 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 Dominion list price.

## EXHIBIT B
## SOFTWARE LICENSE AND HARDWARE WARRANTY TERMS

**1.    Definitions.**

1.1.    "Hardware" means the ImageCast<sup>R</sup> system defined in the Agreement.

1.2.    "Party" or "Parties" refer to Dominion and Customer, individually or collectively.

1.3.    "Software" means the Democracy Suite<sup>R</sup> and ImageCast<sup>R</sup> software licensed by Dominion hereunder, in object code form, including related documentation provide to the Customer.

1.4.    "Specifications" means descriptions and data regarding the features, functions and performance of the Software and Hardware, as set forth in user manuals or other applicable documentation provided by Dominion.

**2.    License.**

2.1.    License to Software. Subject to the terms herein and subject to payment by the Customer of the License fees as described in the Agreement, Dominion grants Customer a non-exclusive, non-transferrable license to use the Software solely for the Customer's own internal business purposes and solely in conjunction with the Software and Hardware. This License shall only be effective during the Term and cannot be transferred or sublicensed.

2.2.    Third-Party Products. When applicable, Dominion agrees to sublicense any software that constitutes or is contained in Third-Party Products, in object code form only, to Customer for use during the Term. This sublicense is conditioned on Customer's continued compliance with the terms and conditions of the end-user licenses contained on or in the media on which such software is provided.

2.3.    No Other Licenses. Other than as expressly set forth in this Agreement, (a) Dominion grants no licenses, expressly or by implication, and (b) Dominion's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Dominion to Customer or any third party. Without limiting the foregoing sentence, Customer agrees not to use the Software as a service bureau for elections outside the Customer's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of any Software. The Customer shall have no power to transfer or grant sub-licenses for the Software. Any use of the Software not expressly permitted by the terms of this Agreement is strictly prohibited.

**3.    Upgrades and Certification.** During the Term, Dominion shall provide upgrades to Customer under the following conditions.

3.1.    Upgrades. In the event that Dominion, at its sole discretion, certifies a Software upgrade under the applicable laws and regulations of the Customer's State, Dominion shall make the certified Software upgrade available to the Customer at no additional cost.

3.2.     Certification Requirement. Notwithstanding any other terms herein. Dominion shall not provide. and shall not be obligated to provide any upgrade or other software update that has not been certified under the applicable provisions of the election laws and regulations of the Customer's State.

**4.     Prohibited Acts.**    The Customer shall not. without the prior written permission of Dominion:

4.1.     Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup:

4.2.     Reverse engineer, disassemble. decompile. decipher or analyze the Software in whole or in part:

4.3.     Alter or modify the Software or copyright notices in any way or prepare any derivative works of the Software or any part of parts of the Software:

4.4.     Alter. remove or obstruct any copyright or proprietary notices from the Software, or fail to reproduce the same on any lawful copies of the Software:

4.5.     Provide or transfer any Software or System component to any third party unless explicitly authorized in writing by Dominion.  Providing or transferring any Software or Hardware to any third party shall be considered a breach of the Agreement and Software License.

**5.     Return of Software.** Upon termination or expiration of this Agreement. Customer shall (i) forthwith return to Dominion all Software in its possession or control. or destroy all such Software from any electronic media. and certify in writing to Dominion that it has been destroyed.

**6.     Warranties.** The following warranties shall apply.

6.1.     Software Warranty Terms. Dominion warrants that the Software will function substantially in accordance with the Specification during the Term.  The Dominion also warrants that the Software shall comply with the Customer's State certification requirements and election laws (collectively the "Requirements") in effect as of the date the Software is certified by the Customer's State. This provision applies to the initially installed Software as well as any subsequent upgrades pursuant to Section 3 herein.  However. Dominion will not be required to make modifications to the Software or System as a result of changes in the Requirements.  The foregoing warranty will be void in the event of the Software (i) having been modified by any party other than Dominion or (ii) having been used by the Customer for purposes other than those for which the Software was designed by Dominion.  If Dominion establishes that the reported material failure is not covered by the foregoing warranty. the Customer shall be responsible for the costs of Dominion's investigative work at Dominion's then current rates.

6.1.1.     Corrections. If the Customer believes that the Software is not functioning substantially in accordance with the Specifications or Requirements. the Customer shall provide Dominion with written notice of the material failure within thirty (30) days of discovering the material failure. provided that the Customer can reproduce the material failure to Dominion.  Dominion shall correct the deficiencies. at no additional cost and incorporate such corrections into the next version certified by the Customer's State.

6.1.2. Third-Party Software. The warranties herein do not apply to any Third-Party Software. However, to the extent permitted by the manufacturers of Third-Party Software, Dominion shall pass through to Customer all warranties from the manufacturers regarding the operation of such Third-Party Software.

6.3. Hardware Warranty Terms. Dominion warrants that when used with the hardware and software configuration purchased through or approved by Dominion, each component of Hardware will be free of defects that would prevent the Hardware from operating in conformity in all material respects with its Specifications. The Hardware Warranty shall remain in effect until one year after Hardware acceptance.

6.4. Hardware Warranty Services. If any Hardware component fails to operate in conformity with its specifications during the warranty period, Dominion shall provide a replacement for the Hardware component or, at Dominion's sole option, shall repair the Hardware component, so long as the Hardware is operated with its designated Software and with third party products approved by Dominion for use with the Hardware. The following conditions apply to the Hardware warranty:

6.4.1. Customer shall bear the shipping costs to return the malfunctioning Hardware component to Dominion, and Dominion shall bear the costs for shipping the repaired or replaced Hardware component to Customer.

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

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

6.4.2.2. Repair or replacement of Hardware damaged by of accident, disaster, theft, vandalism, neglect, abuse, or any improper use;

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

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

6.4.3 Customer is not authorized to provide or transfer any Hardware or System component to a third party unless explicitly authorized in writing by Dominion. Providing or transferring Hardware will void the terms of the Warranty and shall be considered a breach to the Agreement.

6.5. 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.