

VOTING SYSTEM AGREEMENT  
BY AND BETWEEN  
DOMINION VOTING SYSTEMS, INC.  
AND WILLIAMSON COUNTY, TN

This Voting Systems and Services Agreement (the "Agreement"), dated August 1, 2019, (the "Effective Date"), is made by and between Williamson County, TN having its principal office located at 1320 West Main St.; Administrative Complex, Suite 140; Franklin, TN 37064-3700 (hereinafter the "Customer"), and Dominion Voting Systems Inc., having its principal office located at 1201 18<sup>th</sup> Street, Suite 210, Denver, CO 80202 (hereinafter "Dominion"). This Agreement may refer to Dominion and the Customer together 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:

Exhibit A: Pricing Summary and Deliverables Description

Exhibit B: Software License Terms and Conditions

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<sup>®</sup> system hardware as more specifically described in Exhibit A.

- 2.4. "Dominion Software" means software and firmware programs licensed to the Customer by Dominion and any associated documentation as more specifically described in Exhibit A.
- 2.5. "Election" means a single election event administered by the Customer including any absentee, vote by mail, and early voting activity associated with the election event. Election shall not mean any follow-on events occurring after the initial election event, including without limitations, run-offs or recall replacement elections. Any follow on event shall be considered an Election in and of itself.
- 2.6. "Election Management System Hardware" or "EMS Hardware" means third party hardware required for operating Dominion Software as used in conjunction with the Dominion Hardware.
- 2.7. "License" has the meaning set forth in Section 7.
- 2.8. "System" means the combination of Dominion Software, Dominion Hardware and EMS Hardware.
- 2.9. "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.** Term of Agreement. The Term of this Agreement shall begin on the Effective Date and shall continue until July 31, 2020, unless sooner terminated or extended as provided herein. The Agreement will automatically renew for one (1) year terms.
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 a Dominion Software use License as described in Exhibit B - Software License Terms.
  - 4.3. 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 all project needs. The Dominion Project Manager will be responsible for all deliverables and services including, resource planning and coordination, product delivery, issue resolution and for all administrative matters such as invoices and payments.
  - 4.4. Provide the Customer with reproducible electronic copies of the user documentation.

- 4.5. Assist in the Acceptance Testing process as required by Section 8 herein.
- 4.6. Provide invoices to Customer upon Acceptance of items 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 from receipt of a Dominion invoice. The Customer is a governmental entity exempt from state and local sales and excise tax. Customer shall not be responsible for the payment of any state or local sales tax or any other tax or fee the Customer is exempt due to the Customer's status as a governmental entity.
- 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 8.
- 5.4. Customer shall 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. When applicable, for election setup and database creation services as described in Exhibit A, the Customer shall review and approve or identify issues to all Dominion deliverables related to such service within two (2) business days of receipt by the Customer. In the event the Customer discovers an issue, it shall provide written notice to Dominion immediately following the discovery of any issue and Dominion shall rectify the issue at no additional cost to the Customer. In the event the Customer approves the deliverable and subsequent to such approval, request that a change be made to the deliverable, then Dominion may provide the change at an additional cost based upon Dominion's then current published service rates.

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

- 6.1. Title to the System. Title to the System, or any component thereof, excluding Dominion and Third-Party Software, will pass to the Customer upon Acceptance.
- 6.2. Software. Dominion Software and Third Party Software 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 components of the System until such portion is delivered, tested, and accepted by Customer. Customer shall notify Dominion of any loss or damage within ten (10) business days of the acceptance of any or all components of the System. Customer shall cooperate with dominion to process any claims made by Dominion concerning the delivery.

## 7. Software License and Use.

- 7.1. License. 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. Third Party Software. 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. Acceptance.

- 8.1. Dominion Software or Dominion Hardware Testing. After delivery of Dominion Software or Dominion Hardware, the Customer will conduct Acceptance testing of such units, in accordance with the Acceptance criteria 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 (10) business days after installation.
- 8.2. System Acceptance Testing. To the extent not tested as part of the testing pursuant to Subsections 8.1, 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 (10) business days after installation of the System.
- 8.3. Acceptance/Rejection. After testing, if the Dominion Software, Dominion Hardware, or the System does not conform to the specifications included in Customer's request for proposal, this Agreement, or Dominion provided Acceptance criteria, Customer will notify Dominion in writing within ten (10) business days from the completion of the testing. Dominion will, at its own expense, repair or replace the rejected Dominion Software, Dominion Hardware, or System within thirty (30) days after receipt of the Customer's notice of deficiency.

## 9. Warranties.

- 9.1. Dominion Software Warranty. The Dominion Software warranty is subject to the terms and conditions of Exhibit B - the Software License Terms.
- 9.2. Third Party Products. The warranties in this Sections 9 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.
- 9.3. Dominion Hardware Warranty Terms. Dominion warrants that when used with the hardware and software configuration purchased through or approved by Dominion, each component of Dominion Hardware will be free of defects that would prevent the Dominion Hardware from operating in conformity in all material respects with its specifications as documented by Dominion. The Dominion Hardware Warranty shall remain in effect until one year after Acceptance or through any extended warranty period.
- 9.4. Dominion Hardware Warranty Services. If any Dominion Hardware component fails to operate in conformity with its specifications during the warranty period, Dominion shall provide a replacement for the Dominion Hardware component or, at Dominion's sole option, shall repair the Dominion Hardware component, so long as the Dominion Hardware is operated with its designated Dominion Software and with third party products approved by Dominion for use with the Dominion Hardware. The following conditions apply to the Dominion Hardware warranty:
  - 9.4.1. Customer shall bear the shipping costs to return the malfunctioning component of Dominion Hardware to Dominion, and Dominion shall bear the costs for standard shipping of the repaired or replaced component of Dominion Hardware to Customer.
  - 9.4.2. The following services are not covered by this Agreement, but may be available at Dominion's current time and material rates:
    - 9.4.2.1. Replacement of consumable items including but not limited to batteries, paper rolls, seals, smart cards, removable memory devices, scanner rollers, or any other consumable;
    - 9.4.2.2. Repair or replacement of Dominion Hardware damaged by of accident, disaster, theft, vandalism, neglect, abuse, or any improper usage;
    - 9.4.2.3. Repair or replacement of Dominion Hardware modified by any person other than those authorized by Dominion;
    - 9.4.2.4. Repair or replacement of Dominion Hardware from which the serial numbers have been removed, defaced or changed.
- 9.5. Dominion represents and warrants that the Voting System Ballots and the Ballot Marketing Device and related necessary components shall comply in all aspects with specifications and requirements contained in Tenn. Code Ann. § 2-5-201, et.

seq. Dominion represents and warrants that each ballot form is capable of being printed on paper that includes a perforated stub that is attached to the ballot.

9.6 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.

**10. Force Majeure.** Should any circumstances beyond the control of Dominion or Customer 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; labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of both Dominion and Customer. 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 any such circumstances. This Section shall not operate to excuse any Party from paying amounts that are owed pursuant to this Agreement.

**11. Indemnification.** 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. In addition, Dominion shall indemnify and hold harmless Williamson County, its officers, agents, and employees from any claims, damages, costs, and reasonable attorney fees for injuries or damages arising, in part or in whole, from the negligence or willful misconduct of Dominion, its officers, employees, and/or agents in connection with the performance of this Agreement.

**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 THE TOTAL DOLLAR AMOUNT OF THE AGREEMENT. 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, SPECIAL 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 OR THEIR REPRESENTATIVES 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.
- 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.
- 13.3. 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. 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.**

- 15.1 For Default. 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 diligence and in good faith to cure the breach as soon as practicable.

15.2 For Non-Appropriation of Funds. The Customer shall not be obligated for payments hereunder for any future fiscal year unless or until the Customer appropriates funds for this Agreement in Customer's budget for that fiscal year. In the event that funds are not appropriated, then this Agreement may be terminated by the Customer as the end of the last fiscal year for which funds were appropriated. Termination of this Agreement by the Customer under this Section 15.2 shall not constitute a breach of this Agreement by the Customer. Customer shall notify Dominion in writing of such non-appropriation at the earliest possible date which, in any event, shall be prior to Dominion performing services during any fiscal year for which an appropriation has not been made. In the event Customer notifies Dominion that sufficient funds have not been appropriated, or if in fact sufficient funds have not been appropriated, to compensate Dominion in accordance with this Agreement, Dominion may suspend Dominion's performance and terminate all Dominion licenses under this Agreement. Suspension of performance and termination of all Dominion licenses by Dominion in accordance with this section 15.2 shall not constitute a breach of this Agreement by Dominion.

15.3 For Convenience. Customer may terminate this Agreement at any time for its convenience, with or without cause, by giving written notice to the other party at least thirty (30) days prior to the automatic annual renewal date. Customer shall remain liable for any payments earned by Dominion prior to the termination date.

**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, 9, 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 the Customer's State, and the courts of competent jurisdiction located in the Customer's State 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. 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.

**21. 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, return receipt requested, addressed to the intended recipient as follows:

If to Dominion:

Dominion Voting Systems, Inc.  
Attn: Contracts Administrator  
1201 18<sup>th</sup> St., Ste. 210  
Denver, CO 80202

If to the Customer:

Williamson County Election Commission  
Attn: Evelyn Watson, Chief Deputy Administrator  
1320 West Main Street  
Administrative Complex, Suite 140  
Franklin, TN 37064

**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. 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.

**24. Miscellaneous.**

24.1 Dominion represents and warrants that it has the authority to enter into and perform the obligations set forth in this Agreement; neither entering into nor performing the obligations contemplated in this Agreement will be in breach of any legislation or regulation or law or rule of application; it has done all things and obtained all licenses and permits necessary to enter into and perform the obligations set out herein.


24.2 Customer is prohibited from entering into any contract with a party who is ineligible under the Iran Divestment Act. Dominion certifies under penalty of perjury that to the best of its knowledge and belief, Dominion is not on the list

created pursuant to Tenn. Code Ann. § 12-12-106 that includes those entities doing business with Iran.

- 24.3 Dominion understands and agrees that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of Dominion, a subcontractor under a contract to Dominion or a person associated therewith, as an inducement for the award of a subcontract or commercial sales order.
- 24.4 Dominion shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 24.5 The Agreement has been fully reviewed and negotiated by the parties hereto and their respective legal counsel. Accordingly, in interpreting the Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted. Wherever the Agreement provides for one party hereto to provide authorization, agreement, approval, or consent to another party hereto, or provides for mutual agreement of the parties hereto, such authorization, approval, agreement, or consent shall, except as may otherwise be specified herein, be given in such party's reasonable judgment and reasonable discretion and shall be in writing unless otherwise mutually agreed by the parties.


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

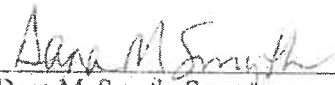
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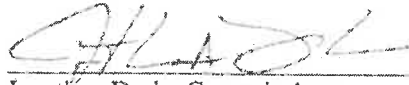
  
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John Poulos, President & CEO

8/29/19  
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DATE


**WILLIAMSON COUNTY, TN**


  
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Robert D. Brown, Chairman

  
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Dana M. Smyth, Secretary

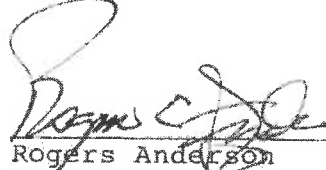
  
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Jonathan Duda, Commissioner

  
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Kim Henke, Commissioner

  
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Phyllis Streiff, Commissioner

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Chad Gray, Administrator of Elections

9/4/2019  
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DATE

  
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Rogers Anderson  
Williamson County Mayor

**EXHIBIT A**  
**VOTING SYSTEM AGREEMENT**  
**BY AND BETWEEN DOMINION VOTING SYSTEMS**  
**AND WILLIAMSON COUNTY, TN**

**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	Quantity	Unit Price	Extended Price
<b>Central Scanning Solution: Absentee / Vote By Mail Hardware</b>			
<b>ImageCast Central Kit – G1130</b> Includes Canon Model DR-G1130, Computer w/ 23" Monitor, Keyboard & Mouse, One 8GB USB Flash Drive & One I-Button, patch cable	1	\$25,000.00	\$25,000.00
<b>Sub-Total:</b>			<b>\$25,000.00</b>
<b>In-Person Voting Solution: Polling Location Hardware</b>			
<b>ImageCast X Kit – Prime (Aluminum) BMD</b> Includes ICX Prime 21" tablet with one backup battery. Ballot marking printer. Three voter smart cards. 6' USB A to B cable. 12 month hardware warranty. 12 month firmware application license.	300	\$3,500.00	\$1,050,000.00
<b>ImageCast X Prime Voter Smart Card</b>	25	\$8.00	\$200.00
<b>ImageCast X Prime Poll Worker Smart Card</b>	25	\$8.00	\$200.00
<b>ImageCast X Prime Technician Smart Card</b>	25	\$8.00	\$200.00
<b>ImageCast Precinct Tabulator</b> Includes Tabulator/Scanner, Internal Battery, Printer with Paper Roll, 12 Month Hardware Warranty, 12 Month Firmware Software Application License, Two 16GB Flash Memory Cards, Two I-Buttons	60	\$3,900.00	\$234,000.00
<b>MBP Kit #1 Portable Standard Volume</b>	1	\$3,650.00	\$3,650.00
<b>Smart-UPS 1500VA LCD 120V 1000W</b>	42	\$495.00	\$20,790
<b>Sub-Total:</b>			<b>\$1,309,040.00</b>
<b>Peripherals</b>			
<b>ATI Kit - ICX - USB</b>	60	\$375.00	\$22,500.00
<b>ImageCast X Voting Booth – Standard</b>	300	\$250.00	\$75,000.00
<b>ImageCast X Prime BMD Bag Kit</b>	300	\$120.00	\$36,000.00
<b>ImageCast Precinct Ballot Box - Plastic</b>	60	\$1,000.00	\$60,000.00
<b>ICP I-Button Administrator Key - Black</b>	10	\$25.00	\$250.00

Compact Flash Memory Card 16GB	25	\$36.75	\$918.75
ICP I-Button Technician Key - Blue	10	\$25.00	\$250.00
<b>Sub-Total:</b>			<b>\$194,918.75</b>
<b>Election Management Hardware</b>			
<b>EMS Standard Server Kit</b> Includes PowerEdge R630 rack server, 24 port switch, 24" monitor, keyboard/mouse, patch cable, Cepstral, Avast.	1	\$17,000.00	\$17,000.00
<b>EMS Client Workstation Kit</b> Includes Dell T3420, 24" monitor, iButton programmer, high speed media reader, patch cable, smart card reader/writer.	1	\$2,500.00	\$2,500.00
<b>EMS Adjudication Workstation Kit</b> Includes Dell T3420, 24" monitor, SQL Server 2016 CAL, cables, Windows 10 Pro.	1	\$1,900.00	\$1,900.00
<b>Sub-Total:</b>			<b>\$21,400.00</b>
<b>Software Licenses</b>			
<b>Democracy Suite Standard</b>	1	\$100,000.00	\$100,000.00
<b>Adjudication Module</b>	1	\$20,000.00	\$20,000.00
<b>Automated Test Deck Module</b>	1	\$7,500.00	\$7,500.00
<b>Mobile Ballot Printing Module</b>	1	\$4,000.00	\$4,000.00
<b>Sub-Total:</b>			<b>\$131,500.00</b>
<b>Implementation Services</b>			
<b>Project Management &amp; Implementation</b>	5	\$2,500.00	\$12,500.00
<b>Training (Per Day)</b>	5	\$2,000.00	\$10,000.00
<b>Sub-Total:</b>			<b>\$22,500.00</b>
<b>Estimated Shipping</b>			<b>TBD</b>
<b>Total Purchase Sub-Total</b>			<b>\$1,704,358.75</b>
<b>General Discount</b>			<b>(\$596,525.56)</b>
<b>Purchase – Year 1 Total</b>			<b>\$1,107,833.19</b>

**SUPPORT SERVICES**

Description	Quantity	Unit Price	Extension
On-Site Services – Election Day	1	\$4,500.00	\$4,500.00
<b>Total</b>			<b>\$4,500.00</b>

**ANNUAL SOFTWARE LICENSE**

(Beginning on the first anniversary of the Effective Date through the Agreement Term)

Description	Quantity	Unit Price	Extension
Democracy Suite Standard Annual License Fee	1	\$20,000.00	\$20,000.00
ImageCast Adjudication Annual Software License Fee	1	\$4,000.00	\$4,000.00
Automated Test Deck Annual Software License Fee	1	\$1,500.00	\$1,500.00
Mobile Ballot Printing Annual Software License Fee	1	\$800.00	\$800.00
ImageCast X Annual Firmware License – Prime	300	\$95.00	\$28,500.00
ImageCast Central Annual Firmware License	1	\$2,575.00	\$2,575.00
ImageCast Precinct Annual Firmware License	60	\$125.00	\$7,500.00
		<b>Sub-Total:</b>	<b>\$64,875.00</b>
		<b>Discount</b>	<b>(\$10,380.00)</b>
		<b>Total</b>	<b>\$54,495.00</b>

**ANNUAL HARDWARE WARRANTY**

(Beginning on the first anniversary of the Effective Date through the Agreement Term)

Description	Quantity	Unit Price	Extended Price
MBP #1 OKI C332 Annual Hardware Warranty	1	\$175.00	\$175.00
ImageCast X Prime – Annual Hardware Warranty	300	\$95.00	\$28,500.00
ImageCast Central Annual Hardware Warranty – G1130	1	\$1,500.00	\$1,500.00
ImageCast Precinct Annual Hardware Warranty	60	\$135.00	\$8,100.00
		<b>Sub-Total:</b>	<b>\$38,275.00</b>
		<b>Discount</b>	<b>(\$6,124.00)</b>
		<b>Total:</b>	<b>\$32,151.00</b>

2. **Payment Schedule** - Dominion shall provide invoices to the Customer as described below. The 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 shall be reimbursed by the Customer.

Payment Invoice Date	Units	Payment Amount
Purchase – Year 1 Total	N/A	\$1,107,833.19

Payment Invoice Date	Units	Payment Amount
On-Site Services – Election Day (\$4,500.00)	1	\$4,500.00
Annual Fees (\$86,646.00)	4	\$346,584.00
<b>Payment Due At Agreement Signing</b>		<b>\$1,458,917.19</b>

### 3. Detailed Deliverables Description

3.1. **ImageCast® Central Scanner (ICC).** Dominion shall provide the ImageCast® Central Scanner for use by The Customer. The ImageCast® Central Scanner is commercial off-the-shelf digital scanners configured to work with the ImageCast® Central Software for high speed ballot tabulation. Each ImageCast® Central Scanner includes the following components:

- 3.1.1 Canon G1130 document scanner
- 3.1.2 ImageCast® Central Software including third party Twain software
- 3.1.3 OptiPlex 7440 All-in-One Series with pre-loaded software
- 3.1.4 iButton Security Key
- 3.1.5 iButton Programmer and iButton Key Switch & Cat5 RJ 45 Cables used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.

3.2. **ImageCast® Software.** The Parties will enter into software licenses for the ImageCast software, substantially in the form of Exhibit B to this Agreement. The Dominion software includes, without limitation:

- 3.2.1 **AuditMark®.** For each ballot that is scanned and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below.
- The top portion of the image contains a scanned image of the ballot.
  - The bottom portion consists of a machine-generated type-out showing each mark that the unit interpreted for that particular ballot. This is referred to as an AuditMark®.

3.1 **ImageCast® X ("ICX") Application** is an application used for touchscreen voting on tablets at a voting location, and a Democracy Suite election database. Voting sessions are initiated on the tablet by either a Smart card or the entry of a numeric code based on activation. The ballot is loaded directly onto the standalone device. All voting activity is performed at the tablet, including accessible voting. Accessible voting interfaces connect to the tablet via an adapter that supports most accessible devices, allowing voters to bring their own device. After review and completion of the ballot selections, a paper ballot is created for the voter from a printer in the voting booth, and the ballot is cast after insertion in a ballot box. The ballots are scanned using ImageCast tabulator or scanner.

- 3.2 **Democracy Suite Light Software** consists of the following components:
- 3.2.1 Election File and iButton Creation Customer is authorized to create Election Files and iButtons from EED to load on the ICX, ICVA and ICC units.
  - 3.2.2 Results, Tally and Reporting (RTR) Client Application is the application used for the tally, reporting and publishing of election results.
- 3.3 **ImageCast® Adjudication Application** is a client and server application used to review and adjudicate ImageCast® Central Scanner ballot images. The application uses tabulator results files and scanned images to allow election administrators to make adjudications to ballots with auditing and reporting capabilities. The Adjudication Application examines such voter exceptions as overvotes, undervotes, blank contests, blank ballots, write-in selections, and marginal marks. The application works in two basic modes: election project setup and adjudication. The Adjudication Application can be used in a multi-client environment.
- 3.4 **Implementation Services and Training.** Dominion will provide the following training as described herein.
- 3.4.1 Project Management Support. Dominion will provide project management support to oversee the general operations of the project through the Agreement Term. The project manager shall be responsible for arranging all meetings, visits and consultations between the parties and for all administrative matters such as invoices, payments and amendments. The Parties shall develop and finalize a project implementation plan including a training and delivery schedule. The Parties agree that during the course of the implementation, changes to the project schedule may be required. Any changes to the project schedule must be mutually agreed to by both Parties and such agreement shall not be unreasonably withheld.
  - 3.4.2 ImageCast® X – This training introduces the ImageCast® X system with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, Election Day setup and operation, and troubleshooting.
  - 3.4.3 ImageCast® ICC – This training introduces the ImageCast® ICC with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, ballot scanning operation, and troubleshooting.
  - 3.4.4 EMS Server Installation, Configuration & Testing. Dominion will provide a minimum total of one (1) day of direct onsite support for EMS Server installation, configuration & testing.
  - 3.4.5 Democracy Suite® EMS System – This training covers the restoring election project backups, creating ICX, ICC and ICXVA files, tally and reporting.
  - 3.4.6 System Acceptance Testing Support. Dominion will provide direct onsite training and support during the System Acceptance Testing period



- 3.4.7 Pollworker Train the Trainer – This provides training to the Customer staff on operations of a polling location including the ImageCast® X, ICX Card activation, testing and troubleshooting.
- 3.4.8 On-Site Election Day Support. Dominion will provide three (3) days (inclusive of travel) of direct onsite election support for two (2) elections
- 3.5 ***Disposal of Present Voting Systems.*** Dominion and Customer agree that Dominion shall dispose of the present voting machines possessed by the Customer. Dominion and the Customer agree that Customer shall comply with any licensing requirements for the removal of all software/firmware from the previous system, as may be required from the previous license agreement.
- 3.6 ***Travel and Expenses included.*** All costs of Dominion transportation, lodging and meal expenses are included during the Agreement Term.
- 3.7 ***Ongoing telephone support.*** Telephone support shall be available for Customers during the Term of the Agreement at no additional costs.
- 3.8 ***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 TERMS AND CONDITIONS

This Exhibit B is part of the Agreement between Dominion and Customer to which it is attached.

**1. Definitions.** Capitalized terms used herein have the meaning given in the Agreement unless otherwise defined herein.

1.1. "Agreement" means the agreement between the Parties for the use of the licensed Software to which this Exhibit B is attached and incorporated into.

1.2. "Licensee" means Customer, as the term is defined in the Agreement.

1.3. "Licensor" means Dominion Voting Systems, Inc.

1.4. "Software" means Dominion Software, as the term is defined in the Agreement.

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

1.6. "Third-Party Products" means any software or hardware obtained from third-party manufacturers or distributors and provided by Licensor hereunder.

#### **2. License Terms.**

2.1. License Limitations. Licensee's use of the Software pursuant to the License granted in the Agreement is subject to the terms herein. Licensee may only use the Software for its own internal business purposes and conducting elections and solely in conjunction with the EMS Hardware. The License shall only be effective during the Term and cannot be transferred or sublicensed.

2.2. Print Copyright License. Subject to the Print Copyright License terms and conditions as defined in Schedule A attached hereto, Licensor grants to Licensee a non-exclusive, non-transferable print copyright license as defined in Schedule A.

2.3. Third-Party Products. When applicable, Licensor hereby sublicenses any software that constitutes or is contained in Third-Party Products, in object code form only, to Licensee for use during the Term.

2.4. No Other Licenses. Other than as expressly set forth herein, (a) Licensor grants no licenses, expressly or by implication, and (b) Licensor's entering into the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party. Licensee agrees not to use the Software as a service bureau for elections outside the Licensee's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of the Software. The Licensee shall have no power to transfer or grant sub-licenses for the Software. Any use of all or any portion of the Software not expressly permitted is strictly prohibited.

2.5. Intellectual Property Infringement Indemnification. If a third party claims that the Software or System infringes any United States patent, copyright, trade secret or similar

intellectual property right, Dominion shall defend Licensee against such claim at Dominion's expense and pay all damages that a court finally awards against Licensee. If such a claim is made or appears possible, Dominion shall, within sixty (60) days of such claim, and at its option: (a) secure for Licensee the right to continue to use the infringing portion of the Software or System; or (b) modify or replace the Software and System so that it is non-infringing but retains equivalent functionality. If neither of the foregoing options is reasonably available, Dominion shall require Licensee to return the Software or System, and Dominion shall refund Licensee amounts calculated pursuant to the Software License fee, on a pro-rate basis. The foregoing notwithstanding, Dominion shall have no obligation to indemnify Licensee for any infringement claim based on Licensee's modification or misuse of the Software, if the claim would have been avoided had the Software not been modified or misused.

**3. Payment.** In consideration of the grant of the license, the Licensee shall pay the license fees set forth in the Agreement and Exhibit A of the Agreement.

**4. Upgrades and Certification.** During the Term, Licensors may provide upgrades to Licensee under the following terms and conditions.

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

4.2. Certification Requirement. Notwithstanding any other terms of this Agreement, Licensors shall not provide, and shall not be obligated to provide under this Agreement any upgrade, enhancement or other software update that has not been certified under the applicable provisions of the election laws and regulations of the Customer's State.

**5. Prohibited Acts.** The Licensee shall not, without the prior written permission of Licensors:

5.1. 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;

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

5.3. Alter or modify the Software in any way or prepare any derivative works of the Software or any part of parts of the Software;

5.4. 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.

**6. Return of Software.** Upon termination or expiration of this Agreement, Licensee shall forthwith return to Licensors all Software in its possession or control, or destroy all such Software from any electronic media, and certify in writing to Licensors that it has been destroyed.

7. **Warranties.** The following warranties will apply to all Software during the Term.

7.1. **Software Warranty Terms.** Licensor warrants that the Software will function substantially in accordance with the Specifications during the Term. The Licensor also warrants that the Software will comply with the voting system certification requirements and laws of the Customer's State (collectively the "Requirements") in effect as of the date the Software is certified by the certification authority of the Customer's State. This provision applies to the initially installed Software as well as any subsequent upgrades pursuant to Section 4 herein. However, the Licensor 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 Licensor or (ii) having been used by the Licensee for purposes other than those for which the Software was designed by Licensor. If Licensor establishes that a failure of the foregoing warranty that is reported by Licensee is not covered by the foregoing warranty, the Licensee shall be responsible for the costs of Licensor's investigative and remedial work at Licensor's then current rates.

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

7.3. **Third-Party Products.** The warranties herein do not apply to any Third-Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Licensor shall pass through to Licensee all warranties such manufacturers make to Licensor regarding the operation of such Third-Party Products.

7.4. **NO OTHER WARRANTIES.** EXCEPT AS SET FORTH IN THE AGREEMENT AND HEREIN, LICENSOR DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, 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.

## SCHEDULE A

### PRINT COPYRIGHT LICENSE TERMS AND CONDITIONS

1. **Definitions.** For the purposes of this Agreement, the following are defined terms:
  - 1.1. "Derivative Works" means any work that is based upon or derived from the Licensor's voting systems' ballots, including without limitation, sample ballots and voting booklets.
  - 1.2. "Voting Systems' Ballots" means any ballot created for use with any voting system owned or licensed by the Licensor.
2. **Print Copyright License and Use.**
  - 2.1. Copyright License Grant. Licensor grants to the Licensee a non-exclusive, non-transferable copyright license to print, reproduce, distribute or otherwise copy the Licensor's Voting Systems' Ballots and any Derivative Works (collectively the "Materials") pursuant to the terms and conditions of this Schedule A.
  - 2.2. Copyright License Use. Other than as expressly set forth herein, (a) Licensor grants no other licenses, expressly or by implication, and (b) Licensor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party, (c) the copyright license granted herein cannot be transferred or sublicensed and the Voting Systems' Ballots or Derivative Works cannot be reproduced by any third party without the prior written consent of the Licensor, including without limitation:
    - (i) any commercial or non-commercial printer
    - (ii) any third party vendor using ballot on demand system.
  - 2.3. Rights and Interests. All right, title and interest in the Material, including without limitation, any copyright, shall remain with the Licensor.
3. **No Copyright Warranties.** EXCEPT AS SET FORTH HEREIN, LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, 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.