AMENDMENT #1 TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY & DOMINION VOTING SYSTEMS

THIS AMENDMENT is made to the AGREEMENT for maintenance and election support services by and between **DOMINION VOTING SYSTEMS,** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, on or about September 4, 2014, County and CONTRACTOR entered into an AGREEMENT for the CONTRACTOR to provide County with hardware maintenance and election support services; and,

 WHEREAS, the parties to that AGREEMENT wish to amend that AGREEMENT to grant a license to County for the use of the WinEDS SOFTWARE LICENSE on the subject hardware, as well as to increase the total amount of the AGREEMENT to reflect the addition of the license fees to the AGREEMENT total fiscal amount.

NOW THEREFORE, County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 2, "PAYMENTS BY THE COUNTY" shall be amended by removing, "*The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $72,000.00.*" and replacing it with "*The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed $136,902.53.*"

2. In addition to the existing Scope of Services/Payment Provisions set forth in EXHIBIT A – to the original AGREEMENT, the AGREEMENT shall be augmented/supplemented (and specifically not be replaced) by additional services and payment provisions as set forth in the attached EXHIBIT A1 Supplemental Scope of Services/Payment Provisions attached hereto this Amendment #1..

3. If there is any conflict or inconsistency between the provisions of the AGREEMENT, or this AMENDMENT, the provisions of this AMENDMENT shall govern. A copy of this AMENDMENT shall be attached to the original AGREEMENT, as it may have been previously amended. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT shall remain unchanged and unaffected by this AMENDMENT and shall continue in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

_____
Contracts/Purchasing Officer

Dated: _____

Approved as to Fiscal Provisions:

_____
Deputy Auditor/Controller

Dated: _____

Approved as to Liability Provisions:

_____
Risk Management

Dated: _____

Approved as to Form:

_____
Deputy County Counsel

Dated: _____

CONTRACTOR

By: _____
Signature of Chair, President, or
Vice-President

_____
Printed Name and Title

Dated: _____

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

_____
Printed Name and Title

Dated: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

EXHIBIT A1
Additional/Supplemental Scope of Services/Payment Provisions

WinEDS SOFTWARE LICENSE

Exhibit A1 To Agreement by and between THE COUNTY OF MONTEREY, hereinafter referred to as "County" AND DOMINION VOTING SYSTEMS, INC., hereinafter referred to as "CONTRACTOR"

SCOPE OF SERVICE

1. <u>License for Software</u>. The hardware and software constitute a voting system. Contractor shall retain ownership of and all copyright and other proprietary rights in the Software. County shall acquire only the limited license to the Software. In consideration of the grant of the license County shall pay Contractor the License Fee.

Contractor shall comply with all applicable requirement of the Secretary of State for California pertaining to escrow of the source code of the Software.

The following conditions apply to the Software License:

1.1 Contractor may release improvements which add or change functionality of Software. These upgrades will be provided if County is current in payment of Software License Fees.

1.2 County shall not transfer or copy the Software in whole or in part except for purposes of system backup.

1.3 County shall not reverse engineer disassemble, decompile, decipher or analyze the Software in whole or in part, or alter, modify or in any way prepare a derivative work.

1.4 County shall not use the Software other than in conjunction with the hardware.

1.5 County shall not disclose confidential information contained in, supplied with or relating to the Software to any third party except as required to access the Software in the normal course of use.

1.6 Upon termination of the Agreement, County shall return to Contractor or destroy all Software in its possession and certify in writing that it has been purged.

PRICING SUMMARY – LICENSE FEE

Year	Service Description	Quantity	Total Price
2015-2016	WinEDS annual license fee	1	$31,659.77
2016-2017	WinEDS annual license fee	1	$33,242.76

Payment Terms:

- Customer shall have the option to renew this Agreement for two (2) successive terms of one (1) full year.
- Dominion reserves the right to adjust the Annual License Fee for any Renewal Term within five percent (5%) of the then current fee for the additional two years of 2017-2018 ($34,904.90), 2018-2019 ($36,650.14).
- Customer shall pay the amounts indicated within 30 days from receipt of Dominion's invoice.

Dominion Voting Systems, Inc
Amendment #1 to Agreement
Exhibit A1 04.16.2015