AMENDMENT 1
TO THE VOTING SYSTEM AND MANAGED SERVICES AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND MONTEREY COUNTY, CA

This Amendment 1 to the Voting Systems and Managed Services Agreement, is made and entered into as of the 22nd day of October 2019 between Monterey County, CA ("Customer") and Dominion Voting Systems, Inc. ("Dominion").

RECITALS

WHEREAS, on August 1, 2017, the Customer and Dominion entered into a Voting Systems and Managed Services Agreement (the "Agreement"); and

WHEREAS, the Customer and Dominion now desire to amend the Agreement to extend the term through December 31, 2025 and increase the equipment and support deliverables and increase the total contract amount by $1,099,634.31 for a total amount not to exceed $2,338,954.01, as described herein:

TERMS

NOW, THEREFORE, the parties amend the Agreement in accordance with the terms and conditions set forth below:

A.   **Incorporation of Recitals**. The above recitals are true and correct and incorporated herein by this reference as if fully set forth.

B.   Section 4.7, "Dominion's Responsibilities" shall be amended by removing, *"Provide use of the Dominion Democracy Suite 4.14-A.1 with Adjudication 2.4.1.14601 voting system in conjunction with the customer's existing Sequoia WinEDS 3.1.012 AVC Edge voting system as a blended system throughout the duration of the contract. Blended system approved by the Secretary of State on April 17, 2017 as described in Exhibit C."* and replacing it with *"Provide use of the Dominion Democracy Suite 5.2 as described in Exhibit A."*

C.   Dominion shall be responsible for the delivery of new voting systems and disposal of the decertified Sequoia Edge Direct Recording Electronic equipment that it replaces.
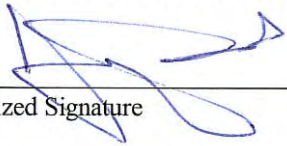
D.   **Exhibit A.**   The Customer and Dominion agree to delete original Exhibit A of the Agreement in its entirety and replace it with the new Exhibit A attached hereto, setting forth a payment schedule for a total not to exceed amount of $2,338,954.01.

E.   **Term**. The new term date shall be December 31, 2025.

F.   **All Other Terms.** All other terms and provisions of the Agreement shall remain in full force and effect

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

DOMINION VOTING SYSTEMS, INC.
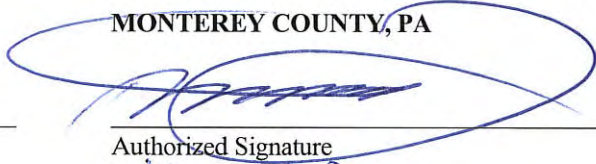
Authorized Signature

John Poulos
Name

President & CEO
Title

9/25/2019
Date

MONTEREY COUNTY, PA

Authorized Signature

Michael P. Dopz
Name

Constant/Purchasy office.
Title

11-26-19
Date

EXHIBIT A
VOTING SYSTEM AGREEMENT
BY AND BETWEEN DOMINION VOTING SYSTEMS
AND MONTEREY COUNTY, CA

PRICING SUMMARY AND DELIVERABLES DESCRIPTION

1. Pricing/Payment Summary and Descriptions

   1.1 **Pricing Summary.** The total annual managed service contract pricing shall equal $189,064.79 in 2018 and 2019, increasing to 323,161.17 per year through 2025 for a total of eight (8) years.

   1.2 **Payment Summary.** The following is the invoicing schedule for the annual Customer payments. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. All payments shall be made in U.S. Dollars.

      1.2.1 Year 1 shall cover the time period from the Agreement Effective Date through 12/31/2018. The Year 1 invoice of $189,064.79 will be issued immediately after System Acceptance by the Customer. The estimated California tax for the annual payment equals $ 10,928.70 in years 2018 and 2019 and $21,154.82 in years 2020 through 2025.

      1.2.2 Year 2: 1/1/2019 -- 12/31/19: $189,064.79 invoice will be issued on 1/1/2019

      1.2.3 Year 3: 1/1/2020 -- 12/31/20: $323,161.17 invoice will be issued on 1/1/2020

      1.2.4 Year 4: 1/1/2021 -- 12/31/21: $323,161.17 invoice will be issued on 1/1/2021

      1.2.5 Year 5: 1/1/2022 -- 12/31/22: $323,161.17 invoice will be issued on 1/1/2022

      1.2.6 Year 6: 1/1/2023 -- 12/31/23: $323,161.17 invoice will be issued on 1/1/2023

      1.2.7 Year 7: 1/1/2024 -- 12/31/24: $323,161.17 invoice will be issued on 1/1/2024

      1.2.8 Year 8: 1/1/2025 -- 12/31/25: $323,161.17 invoice will be issued on 1/1/2025

2. System Description - Prices of equipment, technical facilities, software, and other related services for voting, vote counting, and result processing. All pricing in U.S. Dollars.

DESCRIPTION	QTY
Central Scanning Solution: Absentee / Vote By Mail Hardware	

ImageCast Central includes:
    Canon DR-G1130 high speed document scanner
    ImageCast Central Software
    Dell Optiplex 7440 All-in-One
    iButton programmer and key
    Cables
	8

In-Person Voting Solution: Polling Location Hardware	

ImageCast X - BMD Accessible (21 inch) includes:
    ICX Firmware
    Tablet
    USB ATI cable
	174

ATI kit ICX USB	
5 voter activation cards	
Printer	
Cables	
Transport Bag	
ICX VA (Voter Activation Station) includes	1
Dell Laptop, ICX Activation software	
Smart Card Reader/Writer	
Smart-UPS C 1500 VA LCD 120V 1000W	136
ImageCast X Voting Booth	172
Election Management Hardware	
Democracy Suite EMS Standard Server Configuration Kit - Up to 22 clients	2
EMS Client Workstation Configuration Kit	2
Adjudication Workstation Kit	6
EMS Report Printer - E310dw	1
Software	
Democracy Suite (EMS)	1
ICC Adjudication Application	1
Support Services	Days
Implementation	
Project Management	25
Training includes:	
System Acceptance Testing	1
Democracy Suite Result, Tally and Reporting	4
ICX Operator Training	1
ICC Operator Training	1
ICC Adjudication Training	1
Train The Trainer: Poll worker	1
Election Support	Elections
Election Set Up/Ballot Set Up	9
2 Day Election On-Site Support	3
Annual Licenses	
Democracy Suite (EMS) RTR ONLY	1
ICC Adjudication Application - Level 5 (125K - 250K)	1
ICC Annual Firmware License - G1130	8
ICX - BMD Accessible (21 inch) Annual Firmware License	174
Warranty and Maintenance	
ImageCast Central Kit: Canon DR-G1130	8
ICX - BMD Accessible (21 inch)	174

3. Product Description

3.1 **ImageCast® Central Scanner (ICC).** Dominion shall provide the ImageCast® Central Scanner for use by the Customer. The ImageCast® Central Scanner is a commercial off-the-shelf digital scanner 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 DR-G1130 high speed document scanner

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

3.2.1 Audit functionality, known as the 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®.

3.3 **Democracy Suite EMS Software (Express)** consists of the following components:

3.3.1 Election File and iButton Creation Customer is authorized to create Election Files and iButtons from Democracy Suite to load on the ICX and ICC units.

3.3.2 Results, Tally and Reporting (RTR) Client Application is the application used for the tally, reporting and publishing of election results.

3.4 **ImageCast® Adjudication Application** is a client and server application used to review and adjudicate ImageCast® 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. Adjudication Application eliminates the need to physically rescan ballots, which can potentially damage the originals and cause chain-of-custody concerns.

3.5 **ImageCast® X 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 paper ballot is the official ballot. The ballots contain a textual representation of the voter's ballot selections for visual review and confirmation, and the ballots are scanned using ImageCast Central Scanner and the results are accumulated in RTR.

4. Implementation and Training Description Dominion shall provide the following training to Customer personnel at no additional cost to Customer.

    4.1 **Project Management.** 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.

        4.1.1 System Acceptance Testing Training. Included in the Project Management Support, Dominion will provide a minimum total of two (2) days of direct onsite support for EMS Server installation, configuration & testing.

    4.2 **System Training.** Dominion will provide the following training as described herein.

        4.2.1 System Acceptance Testing Training. Dominion will provide direct onsite training for System Acceptance Testing.

        4.2.2 Democracy Suite® EMS System– This training covers the configuration of the Democracy Suite® EMS System along with ICX and ICC election file creation, loading elections, tallying results (including adjudication tally), and generating reports.

        4.2.3 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.

        4.2.4 ImageCast Central – This training covers all aspects of ICC operations and tally, including general operations, process, adjudication, and reporting.

        4.2.5 Pollworker Train the Trainer – This provides training to the Customer staff on operations of a polling center including the ImageCast® X, voter check-in, system setup, testing and troubleshooting.

4.3 **EMS Ballot Definition.** Dominion shall provide election setup services and support for the election database creation and ballot review for nine (9) elections, including the following components:

    4.3.1   Import of data files into the EMS system.

    4.3.2   Defining election project parameters and assigning templates.

    4.3.3   Assigning tabulators (ICC, tablet).

    4.3.4   Defining ballot structures.

    4.3.5   Creating proofing ballots.

    4.3.6   Creating official ballots.

4.4 **Election Day Support.** Dominion will provide two (2) days (inclusive of travel) of direct onsite election support for three (3) elections.

4.5 **Ongoing telephone support.** Telephone support shall be available for Customers during the Term of the Agreement at no additional costs.

4.6 **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.