Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND DOMINION VOTING SYSTEMS CORPORATION

This Agreement is entered into this 1st day of July 2019, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Dominion Voting Systems Corporation, hereinafter called "Contractor." Together, County and Contractor are referred to as "Parties" in this Agreement.

*   *   *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing hardware, firmware, and software for a countywide voting system and related system support and consulting services, to be managed by County's Department of the Assessor-County Clerk-Recorder; and

Whereas, Contractor has represented that its System (as defined herein) is certified by the Office of the California Secretary of State in whole and in part as required by law, regulation and/or as requested by County, including but not limited to: the entire voting system; ballot marking device functionality; ballot creation software; tabulation and reporting; vote-by-mail functionality, and language certification for English, Spanish, and Chinese.

Now, therefore, it is agreed by the Parties to this Agreement as follows:

Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

　　Exhibit A – Services
　　Exhibit B – Payments and Rates
　　Exhibit C – 9-year Lease Costs
　　Exhibit D – Delivery Schedule
　　Exhibit E – Training Description and Schedule

2.　　**Definitions**

The following definitions shall apply to this Agreement:

a) **"Acceptance"** and variations thereof, means the successful completion by the County 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.

b) **"Confidential Information"** means those materials, documents, data, and technical information, specifications, business information, customer information, or other information one of the Parties (the "Disclosing Party") maintains as trade secrets or confidential and which is/are disclosed to the other of the Parties (the "Receiving Party") in tangible form conspicuously marked as "confidential," or with words having similar meaning, including, without limitation, Dominion Software and associated documentation.

c) **"Democracy Suite[1] Software"** means and consists of the following components:

   a. **"Automated Test Deck,"** which is the application used to create accurate test packs for running pre-logic and accuracy tests with optional marking pattern requirements, and which can be used to access the election database and produce a set of print-ready PDFs and results tables.

   b. **"Election Event Designer (EED),"** The EED Client Application is the primary application used for the definition and management of election event. EED is responsible for the definition of election projects. Each election project is represented as an instance of the election domain database with associated set of election project file-based artifacts. The definition of the election project can be initiated by importing the election data through the Election Data Translator (EDT) module from external systems or by defining election project entities without importing external data. It is important to note that an election project initiated through EDT can be further modified within the EED Client Application. The system can generate two types of paper ballots:

      - Proofing ballots – ballots produced to allow election officials the ability to proof ballot content and styling. These ballots cannot be processed by the ImageCast® as they don't have proper ballot barcodes. These ballots are overprinted with the text "Proofing Ballots – date/time"

      - Official ballots – represent production ready, press ready ballots in PDF format with barcodes and without any overprinting.

   c. **"Election File and iButton Creation,"** which is created from the Election Event Designer module to load on the ICX, Voter Activation and ICC units.

   d. **"Results, Tally and Reporting (RTR),"** which is the application used for the tally, reporting and publishing of election results, including the production of a standard State of California elections export. Contractor will work with County staff to produce election results files compatible with static and interactive election results web pages.

d) **"Derivative Works"** shall mean any work that is based upon or derived from Contractor's voting systems' ballots, including, without limitation, sample ballots and voting booklets.

e) **"Dominion Hardware" or "Hardware"** means the ImageCast[2] system hardware as more specifically described in Exhibit A.

f) **"Dominion Software"** means software and firmware programs licensed to County by Contractor and any associated documentation defined herein and more specifically described in Exhibit B.

   a. ImageCast Software
   b. Democracy Suite Software
   c. Mobile Ballot Printing Software

g) **"Election"** means a single election event administered by County including any absentee and early voting activity associated with the election event. Any event(s) occurring after the Election, including, without limitation, a run-off or recall replacement election shall be considered a separate Election for the purposes of this Agreement.

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[1] Democracy Suite® is a registered trademark of Dominion Voting Systems.
[2] ImageCast® is a registered trademark of Dominion Voting Systems.

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

i) **"ImageCast Software"** includes, without limitation, the following:

    a. **"AuditMark[3]"** which means the bottom portion of a ballot image consisting of a machine-generated type-out showing each mark that the unit interpreted for that particular ballot. AuditMark does *not* include the top portion of the ballot image consisting of a scanned image of the ballot. However, the AuditMark information is appended to the scanned image of the ballot.

    b. **"ImageCast Adjudication Application"** means 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; and examines such voter exceptions as overvotes, undervotes, blank contests, blank ballots, write-in selections, and marginal marks. ImageCast Adjudication Application works in two basic modes, election project setup and adjudication, and can be used in a multi-client environment.

    c. **"ImageCast X" (or "ICX") Application,"** which means the application used for touchscreen voting on tablets at a voting location, and a Democracy Suite election database.

    d. **"ImageCast Central Software** shall mean the ImageCast Central tabulation software including third party Twain software.

j) "**ImageCast Central Scanner (ICC)**" shall mean 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:
    a. InterScan Hi-Pro Scanner;
    b. ImageCast Central Software including third party Twain software;
    c. OptiPlex 7440 All-in-One Series with pre-loaded software;
    d. Button Security Key; and
    e. Button Programmer and Button Key Switch & Cat5 RJ 45 Cables used with Democracy Suite to transfer security and election information to the Buttons for use with the ICC.

k) **"System"** means the combination of Dominion Software, Dominion Hardware and EMS Hardware.

l) **"Third-Party Software"** means manufacturer supplied software, or firmware owned by third parties, which Contractor provides to County pursuant to sublicenses or end user license agreements with the owners of such Third-Party Software. Third-Party Software includes, without limitation, various operating systems, software drivers, report writing subroutines, and firmware.

m) **"Voting Systems' Ballots "** shall mean any ballot created for use with any voting system owned or licensed by Contractor.

n) **"Software,"** which means the computer programs that are provided to County. Software will be provided only in object code, and includes the following:
    i. Any corrections, bug fixes, enhancements, updates, versions, new releases, derivatives, improvements, rewrites, and other modifications, including custom modifications, to such computer programs that are provided to County.
    ii. All user manuals and documentation that are provided to County, and all copies thereof.

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[3] AuditMark® is a registered trademark of Dominion Voting Systems.

      iii.   Proprietary Software listed in this Agreement and the Non-Proprietary Software otherwise described.

o) **"Non-Dominion Software,"** which includes Sublicensed Software, and Licensed Software that is licensed by third party licensors directly to County.

p) "**Major Failure**" means a failure of Contractor's System or components that result in County's inability to use the System to conduct an Election by effectively preventing (1) voters from fully, independently, and accurately casting a ballot; and/or (2) the complete and accurate capture and tabulation of all votes cast.

3. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

4. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed FIVE MILLION EIGHT HUNDRED TWENTY-ONE THOUSAND ONE HUNDRED FORTY-SEVEN DOLLARS AND FORTY-FIVE CENTS ($5,821,147.45). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

Contractor shall submit invoices to County as described in Exhibit C. County shall pay all invoices no later than 90 days after receipt.

5. Term

Subject to compliance with all terms and conditions, the term of this lease Agreement shall be from July 1, 2019 through June 30, 2022 (the "Initial Term"). County may, at its sole option, renew all or part of this Agreement for up to two (2) additional three-year terms pursuant to the same pricing, terms and conditions set forth in this Agreement. The County may exercise its option to review the Agreement within 180 days of the expiration of the Initial Term. For any support and maintenance services provided prior to July 1, 2028, renewal rates for such support and maintenance will not exceed those shown in Exhibit B.

This Agreement may be terminated by the Chief Elections Officer or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to Contractor.

Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement, or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of thirty calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6.   **Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor specifically for sole use by the County under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law. Under no circumstance will the Contractor's intellectual property become property of the County.

7.   **Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8.   **Hold Harmless**

       a.   **General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, arising out of or is any way connected with the negligence or willful misconduct of the Contractor except where such liabilities are caused solely by the negligence or willful misconduct of the County, or payments made pursuant to this Agreement brought for, or on account of, any of the following, which arise out of or is any way connected with the negligence or willful misconduct of the Contractor:

> (A) injuries to or death of any person, including Contractor or its employees/officers/agents;

> (B) damage to any property of any kind whatsoever and to whomsoever belonging;

> (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

> (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County is solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property (IP) it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

c. Limitation of Liability

EXCEPT FOR ANY LIABILITIES RELATED TO THE CONTRACTOR'S INDEMNIFICATION OBLIGATIONS UNDER IN THIS AGREEMENT, CONTRACTOR'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.

9. **Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. **Insurance**

a. **General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. **Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. **Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

        i.   Comprehensive General Liability… $1,000,000

        ii.   Motor Vehicle Liability Insurance… $1,000,000

      iii.   Professional Liability………………. $1,000,000

      iv.   Cyber Liability……………………… $1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

Contractor shall maintain liability insurance for losses resulting or arising from acts, errors or omissions in rendering computer or information technology services or from programming errors, software performance, data damage/destruction/corruption, including, without limitation, failure to perform, and loss from unauthorized access, unauthorized use, virus transmission, denial of service and loss of income from network security failures in connection with the Services provided under this Agreement. Coverage shall include, without limitation:

    a.   Third-party injury or damage (including loss or corruption of data) arising from a negligent act, error or omission or a data breach.

    b.   Defense, indemnity, and legal costs associated with regulatory breach, negligence, or breach of contract.

    c.   Administrative expenses for forensic expenses and legal services.

    d.   Crisis management expenses for printing, advertising, mailing of materials, and travel costs of crisis management firm, including notification expenses.

    e.   Identity theft expenses, including identity theft education and client assistance to County.

11.   **Non-Discrimination and Other Requirements**

    a.   **General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

    b.   **Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for

all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

i.   termination of this Agreement;
ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
iii. liquidated damages of $2,500 per violation; and/or
iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

12.   Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars ($100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

13.   Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14.   **Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15.   **Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16.   **Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title:	Mark Church
	Chief Elections Officer & Assessor-County Clerk-Recorder
Address:	555 County Center, 3rd Floor
	Redwood City, CA 94063
Telephone:	650-363-4988
Facsimile:	650-363-1903
Email:	mchurch@smcgov.org

In the case of Contractor, to:

Name/Title:	Dominion Voting Systems, Inc.
Address:	1201 18th St. Ste. 210
	Denver, CO 80202
Telephone:	720-257-5209
Facsimile:	303-291-3909
Email:	contracts@dominionvoting.com

17. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

18. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

19. Warranties

The following warranties shall apply to this Agreement:

i. Software Warranty Terms. Contractor warrants that the Software will function substantially as described herein during the Term. Contractor also warrants that the Software shall comply with all applicable California State certification requirements and election laws (collectively the "Requirements") in effect as of the date the Software is certified by the State of California. This provision applies to the initially installed Software as well as any subsequent upgrades

ii. Software Ownership Warranty. Contractor warrants and represents that it is the owner of any Software licensed to County by Contractor pursuant to this Agreement and that it possesses the legal right to grant such licenses to County.

iii. 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, Contractor shall pass through to County all warranties such manufacturers make to Contractor regarding the operation of such Third-Party Products.

iv. Hardware Warranty Terms. Contractor warrants that when used with the hardware and software configuration purchased through or approved by Contractor, 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 as documented by Contractor. The Hardware Warranty shall remain in effect until one year after Acceptance or through any extended warranty period.

v. Hardware Warranty Services. If any Hardware component fails to operate in conformity with its specifications during the warranty period, Contractor shall provide a replacement for the Hardware component or, at Contractor'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 Contractor for use with the Hardware. The following conditions apply to the Hardware warranty:

    a. Contractor shall perform at no additional cost to the County one (1) on-site preventative maintenance inspection ("PM") per year on Hardware during the entire term of the Agreement, including any renewals, at a time mutually agreed to by the Parties. This on-site PM is expected to be scheduled at least ninety (90) days prior to requested test date. Contractor shall perform the annual PM and will replace any and all parts that fail due to normal use during the warranty period. In the event of a warranty claim outside of the scheduled PM, additional on-site service will be available at Contractor's then-current time and material rates. There are no additional charges for parts covered by this warranty.

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

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

        (b) Repair or replacement of Hardware damaged by of accident, disaster, theft, vandalism, neglect, abuse, or any improper use;

        (c) Repair or replacement of Hardware modified by any person other than those authorized in writing by Contractor;

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

20. Delivery

County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions, and/or services that do not conform to the specifications, representations, and/or warranties set forth in this Agreement. Acceptance of any part of the order for goods or services shall not be construed to bind the County to accept any future shipments, nor deprive County of the right to return goods or services already accepted at Contractor's expense until such time as all of the goods or services have been accepted. Overshipments and undershipments of goods shall be accepted only as agreed to in writing by County. Each delivery shall not be deemed complete until all goods or services required by that delivery have been received and accepted by County as set forth herein.

22. Title to Data

All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Agreement will at all times remain the property of County.

Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Agreement without the express written consent of County. All County materials, documents, data or information, including copies, must be returned to County at the end of this Agreement.

24.   **Software/Firmware Escrow.** Contractor has placed a copy of the Dominion Software source code corresponding to the most current version of the Dominion Software in escrow with an independent escrow agent for the benefit of the California Secretary of State pursuant to a separate escrow agreement. Contractor shall on or before full execution of this Agreement name the County as a beneficiary of such escrow agreement. Contractor will maintain and pay fees associated with the escrow agreement (or a substantially similar substitute agreement of which County is a beneficiary) in place for the entire term of this Agreement. Contractor agrees to update materials on deposit with the escrow agent promptly upon its release of any upgrade such that the Source Code corresponds to the version of the Dominion Software in use by the County. Contractor shall provide County with an acknowledgment that County has been named as a beneficiary of such escrow agreement which will include the name of the escrow agent and will have such acknowledgment renewed each year this Agreement is in effect.

25.   **Errors and Omissions**

All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as program manager and key personnel prior to the submission to County. Contractor agrees that County review is discretionary, and Contractor shall not assume that County will discover errors and/or omissions. If County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files, or documents shall not be used as a defense by Contractor in any action between County and Contractor, and the reports, files, or documents will be returned to Contractor for correction.

26.   **News/Information Release**

Contractor agrees that it will not issue any news/press releases in connection with either the award of this Agreement or any subsequent amendment of or effort under this Agreement without first obtaining review and written approval of said news/press release(es) from County through a designated representative of the Chief Elections Officer. County shall not be listed, referenced, or advertised as a customer, buyer, partner, or as having a business relationship with Contractor either in writing or verbally without the express written consent of County. Contractor shall not use County, its name, likeness, or seal or any representation of this contractual relationship or its provisions of services to County without the express written consent of County. County expressly reserves the right to review any writing, release or use of the name of likeness of County and to refuse to provide consent. Contractor agrees that, in any legal or equitable action brought regarding or arising from Contractor's use of County's name, reference, or likeness in any oral or written communication, County shall not be required to provide a bond.

*   *   *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **Dominion Voting Systems Corporation**

_____   7/2/2019   Michael Frontera
Contractor Signature   Date   Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services and deliverables, as further described in Exhibit B, on a leased basis

1. License to Software. Subject to the terms herein and subject to payment by County of the License fees as described in the Agreement, Contractor grants County a non-exclusive, non-transferrable, and royalty-free license to use the Software solely for the County's own internal business purposes and solely in conjunction with the Software and Hardware. This License shall only be effective during the term of the Agreement, including any extension(s), and cannot be transferred or sublicensed.

   a. Print Copyright License. Subject to the Print Copyright License terms and conditions as defined in Schedule A to this Agreement, Contractor grants to County a non-exclusive, non-transferable, and royalty-free print copyright license as defined in Schedule A.

   b. Third-Party Products. When applicable, Contractor agrees to sublicense any software that constitutes or is contained in Third-Party Products, in object code form only, to County for use during the term of the Agreement, including any extension(s). This sublicense is conditioned on County'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.

   c. No Other Licenses. Other than as expressly set forth in this Agreement, (a) Contractor grants no licenses, expressly or by implication, and (b) Contractor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Contractor to County or any third party. Without limiting the foregoing sentence, County agrees not to use the Software as a service bureau for elections outside the County's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of any Software. County 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.

2. Upgrades and Certification. During the term of the Agreement, including any extension(s), Contractor shall provide upgrades to County under the following conditions.

   a. Upgrades. In the event that Contractor certifies a Software upgrade under the applicable laws and regulations of the State of California, Contractor shall make the certified Software upgrade available to the County at no additional cost. In the event that upgrades are available to Software provided under this Agreement which does not require certification under California State law, Contractor shall make the Software upgrade available to the County at no additional cost.

   b. Certification Requirement. Notwithstanding any other terms of this Agreement, Contractor 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 State of California.

   c. Training. Contractor shall provide initial training of County personnel by Contractor employee Alyssa Prohaska and such other personnel as Contractor deems necessary, as further described in Exhibit E. In the event that Contractor certifies a Software or Hardware upgrade under the applicable laws and regulations of the State of California, training of a length no less than that specified for the equivalent product in Exhibit E shall be provided to County at no additional cost.

3. Prohibited Acts. County shall not, without the prior written permission of Contractor:

   a. 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;

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

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

5. Purchase Option. County may at its sole discretion opt to purchase those items described herein with the notation "OPTIONAL PURCHASES" at any time during the term of this Agreement. If the purchase of any such item shall increase costs attributable to County, including but not limited to service and/or warranty costs, said cost increases will not take effect until County informs Contractor that it is exercising its option, or until the actual accrual of costs, whichever comes later.

6. Copyright License Grant. Contractor grants to County a non-exclusive, non-transferable, and royalty-free copyright license to print, reproduce, distribute or otherwise copy the Contractor's Voting Systems' Ballots or any Derivative Works (collectively the "Materials"). The copyright license granted herein cannot be transferred or sublicensed and the Materials cannot without the express written consent of Contractor be reproduced by any third-party including, without limitation, any commercial or noncommercial printer or any third-party vendor using a ballot on demand system.

7. Implementation Services and Training. Contractor will provide a minimum of fifteen (15) days of training conducted by a certified trainer. The training may be increased at Contractor's discretion at no additional costs to the County.

8. Project Management Support. Contractor will provide project management support to oversee the general operations of the project through the term of the Agreement, including any extension(s). 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 which includes 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 in writing, which agreement shall not be unreasonably withheld.

9. ImageCast X. Contractor shall provide training introducing the ImageCast X system with an emphasis on the operation of the Hardware, including general operations, logic and accuracy testing, Election Day setup and operation, and troubleshooting.

10. ImageCast ICC. Contractor shall provide training introducing the ImageCast ICC with an emphasis on the operation of the Hardware, including general operations, logic and accuracy testing, ballot scanning operation, and troubleshooting.

11. Democracy Suite EMS System. Contractor shall provide training covering the creation of a County template based upon the State certified configuration, the restoration of election project backups, and the creation of ICX, ICC and ICXVA files, tally, and reporting.

12. System Acceptance Testing Support. Contractor will provide direct onsite training and support during the System Acceptance Testing period, as specified in Exhibit E.

13. Vote Center Representative Train the Trainer. Contractor shall provide training to County staff on operations of a polling location, including the ImageCast X, ICX Card activation, testing, and troubleshooting.

14. Election Ballot Definition Setup. At the request of County, Contractor shall provide on-site election setup services and support for the election database creation and ballot review for four (4) Elections in 2019 and 2020, at no additional cost. Ballot definition services will be provided in all languages stipulated by County. For each Election, Contractor shall provide all Mail Ballot/Absentee PDF artwork, verification and proofing, and audio setup for audio voting using a synthesizer in all languages. Any outside recording charges would be at the County's expense. Contractor will research alternative solutions for Chinese audio ballot creation and provide its findings to the County for review. These services shall be available to County at any time upon request at a cost of no more than THIRTY-SEVEN THOUSAND AND FIVE HUNDRED DOLLARS ($37,500.00) for each Election, other than the four (4) Elections in 2019 and 2020.

15. Travel and Expenses included. County shall not be responsible for costs incurred by Contractor for transportation, lodging, and/or meals during the term of the Agreement, including any extension(s).

16. Ongoing support. Telephone support shall be available for the County during the term of the Agreement, including any extension(s), at no additional cost to the County. In-person support by Contractor staff shall be available to County during the term of the Agreement, including any extension(s), at a set hourly cost of ONE HUNDRED EIGHTY-SEVEN DOLLARS AND FIFTY CENTS ($187.50). In-person support during the Elections held on November 5, 2019, March 3, 2020, and November 3, 2020 shall be available at no additional costs. Support services shall be provided pursuant to the below table. All determinations regarding whether onsite service is required shall be made by County.

Phase	Type of Support	Initial Response	Estimation Response	Resolution
Outside an election period	On-site, telephone, and video	Up to one business day	Up to 2 business days	Up to 10-15 business days
During the creation of election and ballots	On-site and telephone	Up to next business day	Up to next business day	Up to 2 business days
From mailing of ballots to election day	On-site and telephone	Up to 12 hours	Up to next business day	Up to 2 business days
On election day	On-site	Immediate	60 minutes	Within one hour
From election day until election is certified	If required, onsite	Up to 6 hours.	Up to next business day.	Up to 1 business day.
During a recount	If required, onsite	Up to 6 hours.	Up to next business day.	Up to 1 business day.

17. Other Services, Consumables or Equipment. Any other services, consumables, or equipment not specifically identified in this Agreement are available for purchase by County at the then-current Contractor list price.

18. System Failures. Contractor's maintenance personnel shall respond to a Major Failure by commencing appropriate action to correct the failure within one (1) hour during an Election cycle and within one (1) day during a non-Election cycle, from the time a County representative notifies the appropriate Contractor representative that maintenance for a Major Failure is required. For purposes of this paragraph "Election cycle" means ninety (90) days preceding any Election and continuing through thirty (30) days after the Election. Such response time shall be available twenty-four (24) hours a day, seven (7) days a week. Contractor shall make every reasonable effort to correct Major Failures within two (2) hours of the notification of the System failure. In the event of other failures of Contractor's System or components (i.e., non-Major Failures), Contractor's personnel shall respond within one (1) business day from the time a County representative notifies the appropriate Contractor representative that maintenance is required. Contractor shall make every reasonable effort to correct all Non-Major Failures within two (2) business days of the notification of the failure. Contractor or its designee acting under Contractor's direction shall perform the foregoing maintenance and support services relating to all System failures.

19. Most Favored Customer. Within two (2) years of the effective date of this Agreement, if Contractor contracts with any new or existing customer to provide services or goods the same as or substantially similar to the services or goods described in this Agreement, at a price lower or a discount greater than the price charged or the discounts offered to County hereunder or contracts to provide additional or more comprehensive service at the same or a lower price (or greater discount), then, on a retroactive basis to the date such contract was entered into, Contractor shall offer such lower price or greater discount to County, which offer shall (as applicable) replace the Pricing/Compensation/Cost and/or amend the Statement of Work provided as set forth in this Agreement. The affected components of the Agreement shall then be formally amended to reflect such revisions. This will include price decreases to Contractor's existing contracts. Notwithstanding the foregoing, the guaranties provided by this Section 18 will not, under any circumstance, require the Contractor to refund the County any amounts previously paid to the Contractor.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Dominion Democracy Suite Pricing Summary and Deliverables Description			

Dominion Democracy Suite Hardware and Software			
Description	**Quantity**	**Unit Price**	**Total Price**
Central Scanning and Vote Center Hardware			
ImageCast Central Tabulator Canon DR-G1130 high speed document scanner, workstation with 23" monitor, keyboard and mouse, iButton programmer and iButton security key, USB 8GB flash drive, cables	5	$25,000.00	**$125,000.00**
ImageCast Central Tabulator HiPro high speed scanner, workstation with 24" monitor, cables, iButton, USB 8GB flash drive	1	$183,000.00	**$183,000.00**
ImageCast X 21.5" tablet, laser printer, printer cable, USB ATI cable, 5 voter Smart Cards	500	$3,175.00	**$1,587,500.00**
ImageCast Classic Voter Activation Station Dell e3480 laptop, ICX activation software, Smart Card reader/writer, pollworker Smart Card	55	$1,200.00	**$66,000.00**
ImageCast X Classic BMD Transport Bag Kit 15"/21" Tablet and Printer	500	$125.00	**$62,500.00**
ImageCast X Voting Booth - Standard	500	$295.00	**$147,500.00**
ImageCast X Classic Pollworker Smart Card	500	$8.10	**$4,050.00**
ImageCast X Classic Technician Smart Card	55	$8.10	**$445.50**
Mobile Ballot Printing Kit - High Volume OKI Data C712dn with 19" printer tray, Dell e3480 laptop, USB printer cable	160	$5,800.00	**$928,000.00**
8GB USB Flash Drive 3.0	55	$16.60	**$913.00**
ATI Kit ICX Audio Tactile Switches with USB connection	55	$375.00	**$20,625.00**

Election Management Hardware			
Democracy Suite Standard Server Hardware Kit (R630/WS2021/SS2016) PowerEdge R630 rack server, 24 port switch, 24" monitor, keyboard and mouse, patch cable, Cepstral, Avast (including 24 hour, 7 day/week response time provided directly by Dell)	2	$17,000.00	**$34,000.00**
Democracy Suite EMS Client Workstation Kit Dell T3420, 24" monitor, iButton programmer, high speed media reader, patch cable, Smart Card reader/writer	6	$1,700.00	**$10,200.00**
Democracy Suite Adjudication Hardware Kit Dell T3420, 24" monitor, SQL Server 2016 CAL, cables, Windows 10 Pro	10	$1,700.00	**$17,000.00**
EMS Report Printer	2	$125.00	**$250.00**
Reformatting Station Kit	1	$1,200.00	**$1,200.00**
Election Management Software			
Democracy Suite Software - Initial Fee	1	$250,000.00	**$250,000.00**
ImageCast Adjudication Application - Initial Fee	1	$50,000.00	**$50,000.00**
Automated Test Desk Application - Initial Fee	1	$18,000.00	**$18,000.00**
Mobile Ballot Printing Application - Initial Fee	1	$10,000.00	**$10,000.00**
Implementation and Training			
Project Management and Implementation Support	25	$2,000.00	**$50,000.00**
System Acceptance Full System Training	3	$2,000.00	**$6,000.00**
Democracy Suite Training	10	$2,000.00	**$20,000.00**
ImageCast Central Operator Training	1	$2,000.00	**$2,000.00**
ImageCast Central Adjudication Training	1	$2,000.00	**$2,000.00**
Image Cast X Operator Training	1	$2,000.00	**$2,000.00**
Train the Trainer: Vote Center Worker	3	$2,000.00	**$6,000.00**
Subtotal			$3,604,183.50
Discount			($1,081,255.05)
Taxes		8.75%	$213,056.24
Estimated Shipping			$50,000.00
Total			**$2,785,984.69**

Annual Software Licenses			
Democracy Suite Software	1	$50,000.00	$50,000.00
ImageCast Adjudication Application	1	$10,000.00	$10,000.00
Automated Test Deck Application	1	$3,600.00	$3,600.00
Mobile Ballot Printing Application	1	$2,000.00	$2,000.00
ImageCast Central Tabulation Software - G1130	5	$2,575.00	$12,875.00
ImageCast Central Tabulation Software - HiPro	1	$10,300.00	$10,300.00
ImageCast X - BMD Accessible Units	500	$150.00	$75,000.00
ImageCast X - BMD Accessible Units	500	$150.00	$75,000.00
Annual Hardware Warranty - One Year After System Acceptance			
ImageCast Central Tabulator Software - G1130	5	$1,500.00	$7,500.00
ImageCast Central Tabulator Software - HiPro	1	$8,500.00	$8,500.00
ImageCast X - BMD Accessible Units	500	$155.00	$77,500.00
Optional Purchases – **San Mateo County reserves the right to purchase the following at a later date**			
ImageCast Central Tabulator HiPro high speed scanner, workstation with 24" monitor, cables, iButton, USB 8GB flash drive	1	$183,000.00	**$183,000.00**
Uninterruptable Power Supplies	55	$555.00	**$30,525.00**
Ballot Creation Services (maximum cost per election)	1	$37,500.00	**$37,500.00**

Dominion Democracy Suite Payment Schedule	
Invoice Date	**Payment**
July 1, 2019	$216,926.85
August 31, 2019	$216,926.85
December 1, 2019	$216,926.85
August 1, 2020	$600,780.55
August 1, 2021	$600,780.55
August 1, 2022	$600,780.55
August 1, 2023	$600,780.55
August 1, 2024	$600,780.55
August 1, 2025	$600,780.55
August 1, 2026	$600,780.55
August 1, 2027	$600,780.55
Total	**$5,457,024.95**

Exhibit C

Dominion Democracy Suite 9 Year Lease Costs										
Year	1	2	3	4	5	6	7	8	9	Total
Fiscal Year	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	
Managed Service Agreement Cost	$559,915.70	$559,915.70	$559,915.70	$559,915.70	$559,915.70	$559,915.70	$559,915.70	$559,915.70	$559,915.70	$5,039,241.30
Sales Tax	$40,864.85	$40,864.85	$40,864.85	$40,864.85	$40,864.85	$40,864.85	$40,864.85	$40,864.85	$40,864.85	$367,783.65
Estimated Shipping	$50,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,000.00
Managed Service Agreement Total	$650,780.55	$600,780.55	$600,780.55	$600,780.55	$600,780.55	$600,780.55	$600,780.55	$600,780.55	$600,780.55	$5,457,024.95

Dominion Democracy Suite Lease Cost Breakout	
Description	**Cost**
Central Scanning Solution: Vote By Mail Hardware	$ 334,950.00
In-Person Voting Solution: Vote Center Hardware	$ 2,812,270.12
Peripherals	$ 251,797.59
Election Management Hardware	$ 68,131.88
Election Management Software	$ 356,700.00
Support Services	$ 88,000.00
Discount	$ (677,667.14)
Hardware, Software, Peripherals, and Support Service	$ 3,234,182.45
Annual Licenses	$ 1,424,842.50
Annual Warranty	$ 748,000.00
TOTAL EXTENDED PRICE (includes tax)	**$ 5,407,024.95**
Estimated System Shipping	$ 50,000.00
TOTAL EXTENDED PRICE (includes tax and shipping)	**$ 5,457,024.95**
Optional Equipment (HiPro Scanner)	$ 199,012.50
Optional Equipment Annual Licenses and Warranty	$ 157,610.00
Optional Equipment Estimated Shipping	$ 7,500.00
TOTAL with Optional Equipment	**$ 5,821,147.45**

Exhibit D

Dominion Democracy Suite Delivery Schedule			
	Number to be Delivered in July 2019	**Number to be Delivered in November 2019**	**Total Delivered**
ImageCast X	125	375	500
Mobile Ballot Printing Kit - High Volume	40	120	160
ImageCast Classic Voter Activation Station	25	30	55
ImageCast Central Tabulator - Canon DR-G1130	5	0	5
ImageCast Central Tabulator - HiPro high speed scanner	1	0	1
Democracy Suite Adjudication Hardware Kit	5	5	10

Exhibit E

Training Class Description	User Category	Sample topics	Number of Days/ Hours	Number of Students
ICX1 Technician Training	Administrative/Super User (County Officials and Elections Staff)	This course introduces the Dominion Voting hardware. Topics include: • Setup of the Equipment • Full security standards, including safeguards to prevent and detect tampering • Opening Polls • Handling Voting Sessions • Accessible Voting • Closing Polls • Hardware Diagnostics • Troubleshooting • Acceptance Testing • Performing L&A	.5 Days	10 per class
ICX Operator Training	Basic User	This course introduces the Dominion Voting hardware. Topics include: • Setup of the Equipment • Basic security protocols, including safeguards to prevent and detect tampering • Opening Polls • Handling Voting Sessions • Accessible Voting • Assisting Voters with Special Needs	.5 Days	10 per class

Training Class Description	User Category	Sample topics	Number of Days/ Hours	Number of Students
		• Closing Polls • Managing the Polling Place		
ICC Train the Trainer	Administrative/Super User (County Officials/Elections Staff)	This course introduces the Dominion Voting hardware. Topics include: • System setup, configuration & scan options • Security • Opening Polls • Scanning ballots and batch management • Closing Polls • Troubleshooting • Acceptance Testing • Performing L&A • Dominion to observe first ICC general user training and provide feedback	5 Days	5 per class
Senior EMS User Training	Administrative/Super User (County Officials/Elections Staff)	This course introduces election programming, results consolidation and reporting concepts in EMS. Topics include: • Overview • Turning on system • Application navigation • Importing from DFM • Creating and editing offices and contests	5 days	5 per class

Training Class Description	User Category	Sample topics	Number of Days/ Hours	Number of Students
		• Creating and editing ballot layout • Creating and editing screen content • Programming voting devices / central count scanners • Creating audio files for accessible voting • Editing synthesized audio • Importing custom audio • Zero reports • Adjudication setup • Adjudication Use (Administrator, User) • Validating, Publishing and Reporting • Generating reports and using report filters • Using report profiles • Managing results files (RTR and ADJ) • Generating reports and using report filters • Report exporting, saving and printing • Exports (ENR) • Troubleshooting		
Results Tally and Reporting Training	Administrative/Super User (County Officials/Elections Staff)	This course introduces election programming, results consolidation and reporting concepts in EMS. Topics include: • Overview • Turning on system • Application navigation	5 Days	5 per class

Training Class Description	User Category	Sample topics	Number of Days/ Hours	Number of Students
		• Zero reports • Adjudication setup • Validating, Publishing and Reporting • Generating reports and using report filters • Using report profiles • Managing results files (RTR) • Generating reports and using report filters • Report exporting, saving and printing • Exports (ENR) • Troubleshooting		

ImageCast Adjudication Train the Trainer	Administrative/Super User (County Officials/Elections Staff)	This course introduces ImageCast Adjudication. Sample topics include:
		• Overview
		• Turning on system
		• Application Navigation
		• Setting up the application
		• Application overview
		  ○ Administrator
		  ○ General user
		• Adjudicating ballots
		• Administering adjudicated ballots
		• Reporting
		• Closing/exiting application
		• Troubleshooting
			.5 Days	15 per class