

**FIRST AMENDMENT**  
**TO THE MASTER TERMS AND CONDITIONS AGREEMENT**  
**BETWEEN**  
**DOMINION VOTING SYSTEMS, INC. & SHERBURNE COUNTY**

This First Amendment to the Master Terms and Conditions Agreement ("First Amendment") is made and entered into as of this 23<sup>rd</sup> day of June 2022 (the "First Amendment Effective Date") by and between the Sherburne County, MN ("Customer") and Dominion Voting Systems, Inc., a Delaware corporation ("Dominion").

**RECITALS**

**WHEREAS**, on April 5, 2016, the Customer and Dominion entered into a Master Terms and Conditions Agreement (the "Agreement"); and

**WHEREAS**, the Customer and Dominion desire to amend the Agreement; and

**THEREFORE**, in consideration of the mutual covenants and obligations herein contained, and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Customer and Dominion agree as follows:

**AMENDMENT**

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

**2. Amendment of Paragraph 6.** Paragraph 6 is hereby deleted in its entirety and replaced with the following:

**Term of Contract**

This Agreement shall commence immediately upon the Effective Date and shall continue until April 1, 2026. The County shall have the option to extend the Agreement for up to two additional periods of two years each. The County shall notify Dominion in writing whether it intends to exercise these options no later than 45 days before the expiration of the Term of the Agreement."

**3. Replacement of Attachment 2.** Attachment 2 is deleted in its entirety and replaced with Attachment 2-A, attached hereto and incorporated herein by this reference. Each time the phrase "Attachment 2" appears in the Agreement, it is hereby deleted and replaced with the phrase "Attachment 2-A."

**4. Replacement of Attachment 3.** Attachment 3 is deleted in its entirety and replaced with Attachment 3-A, attached hereto and incorporated herein by this reference. Each time the phrase "Attachment 3" appears in the Agreement, it is hereby deleted and replaced with the phrase "Attachment 3-A."

**5. All Other Terms.** Except as expressly amended in this First Amendment, all other Agreement terms shall remain in full force and effect.

[signatures on following page]

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to the Agreement to be effective as of the First Amendment Effective Date.

**CUSTOMER**

SHERBURNE COUNTY, MN

By: B.G. Mansfield  
County Administrator

Date: 8/30/22

**DOMINION**

DOMINION VOTING SYSTEMS, INC.  
A Delaware Corporation

By: J. P. P.  
John Poulos  
President & CEO

Date: 9/2/2022

**APPROVED AS TO FORM:**

By: K. H.  
Assistant Sherburne County Attorney

**ATTACHMENT 2-A:**  
**SOFTWARE LICENSE AGREEMENT**

**1. GENERAL INFORMATION**

- 1.1 Dominion Voting Systems, Inc. ("Dominion") and Sherburne County ("County") hereby enter into a software license agreement subject to and governed by the terms and conditions of the Dominion Voting Systems, Inc. and Sherburne County Master Terms and Conditions Agreement.
- 1.2 Dominion grants a license to use the Software, as defined in this Agreement, to the County, subject to the additional terms and conditions defined in this Attachment.

**2. DEFINITIONS**

- 2.1 **"Party"** or **"Parties"** shall mean Dominion and/or County referred to individually as a Party or collectively as the Parties.
- 2.2 **"Dominion Software"** means software and firmware, and all enhancements and updates, hereafter provided to or obtained by the County in accordance with Specifications, licensed by the Dominion hereunder, in object code form, including all documentation therefore, as follows:
  - 2.2.1 "Democracy Suite® Software", Dominion's election management software associated with the ImageCast® voting system which includes Election Event Designer and Results Tally and Reporting.
  - 2.2.2 "ImageCast® Software", the software/firmware designed for use in the ImageCast® voting system.
- 2.3 **"Specifications"** means descriptions and data regarding the features, functions and performance of the Software, as set forth in Attachments 6 and supplemented by Attachment 5 and user manuals or other applicable documentation provided by Dominion.
- 2.4 **"Documentation"** shall mean the user documentation describing the Software and providing guidelines for its use, and any and all additions and updates thereto provided to the County by Dominion, and any portion of the foregoing.
- 2.5 **"Person"** shall mean any individual, partnership (general, limited or otherwise), limited liability company, corporation, joint venture, trust, trustee, unincorporated association, proprietorship or other legal entity, or any government, agency or subdivision thereof.
- 2.6 **"Services"** shall mean all the support, update, modification, installation, implementation, maintenance, consulting, training or other services provided to the County by Dominion pursuant to this Agreement and any application Schedule.
- 2.7 **"Third Party Software"** means software, manufacturer supplied software, or firmware owned by third parties, which Dominion provides to the County 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.

2.8 “System” shall have the same meaning as provided in the Project Implementation Plan Agreement (Attachment 4).

### **3. TERM OF AGREEMENT**

This Agreement is effective as of the Effective Date and expires on April 1, 2026, unless earlier terminated or extended. This License Agreement may be renewed thereafter by agreement of the Parties for up to two additional two-year periods. The license shall terminate upon termination of the Master Terms and Conditions Agreement, this Software License Attachment, or the Software Maintenance and Support Attachment.

### **4. SOFTWARE LICENSE AND USE**

4.1 License to Software. Subject to the terms of this Agreement, Dominion grants the County and the local governmental units therein a non-exclusive, non-sub-licensable, non-transferrable, revocable, license to use the Software (including any applicable upgrades, enhancements, revisions or customizations to the Software made available through the modification, warranty or support provision of the Services Agreements), together with any Software-related documentation, for the County's own internal business purposes and solely in conjunction with the Software and hardware provided by the Dominion.

4.2 Title and Risk of Loss to Software. Software, including firmware, is licensed and not sold. The original and any copies of the Dominion Software, or other software provided pursuant to this agreement, in whole or part, including any subsequent improvements or updates, shall remain the property of Dominion, or any third party that owns such software.

4.3 Third Party Software. The System may, now or in the future, include Third Party Software, the use of which is subject to the terms and conditions imposed by the owners of such Third party Software. County consents to the terms and conditions of the third party License Agreements by County's first use of System, provided that the County received written copies of the third party license agreements a reasonable time prior to first use.

4.4 Copies. County shall not copy the Software or Documentation in whole or in part except as expressly provided in this agreement. The County shall have the right to make unlimited copies of the Documentation for use by the County and election officials within the County, as its business needs shall reasonably require for back-up or training purposes, so long as County shall reproduce Dominions copyright and proprietary notices on each copy. All copies of the Documentation shall be subject to the terms and conditions of this agreement.

4.5 Print Copyright License. Subject to the Print Copyright License terms and conditions as defined in **Schedule B “PRINT COPYRIGHT LICENSE TERMS AND CONDITIONS”** attached herein to this Agreement, Dominion grants to County and

local governmental units therein a non-exclusive, non-transferable print copyright license as defined in Schedule B.

## **5. ADDITIONAL LICENSE TERMS**

- 5.1 **Reverse Engineering**. County agrees that it will not cause or permit the reverse engineering, disassembly, or de-compilation of the Software, or Documentation, and that it will not sell, lease, license, disclose, hypothecate, give a security interest in, transfer, or rent the Software or Documentation to third parties or take any action that will adversely impact Dominion or Dominion's rights, title and interest in the Software. The County shall ensure that its employees and outside vendors comply with the terms of this agreement.
- 5.2 **Return**. Upon the expiration or termination of this agreement, the County shall immediately return to Dominion, or upon written approval of Dominion, certify as destroyed the Documentation and any and all copies of the Documentation, and any other Confidential Information provided by Dominion in connection with this agreement. Upon the request of Dominion, the County shall execute and deliver Dominion, an affidavit confirming the completion of the foregoing steps.
- 5.3 **No Other Licenses**. Other than as expressly set forth in this Agreement, (a) Dominion grants no licenses, expressly or by implication, and (b) Dominion's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Dominion to County or any third party. Without limiting the foregoing sentence, County agrees to use each copy of the Software outlined in Schedule A hereto, with which the copy is supplied, agrees not to use any Software as a service bureau for elections outside the County's jurisdiction.

## **6. PAYMENT SCHEDULE**

In consideration of the grant of the license, the County shall pay Dominion the initial cost of all licenses according to the terms set forth in Attachment 1 of the Master Terms and Conditions Agreement between Dominion and Sherburne County. The Annual Software License Fees, set forth in Schedule A of this Agreement, shall be paid within thirty (30) days of receiving an invoice from Dominion. The County is responsible for all excise, personal property or other taxes or duties on the amounts paid or products or services provided under this Agreement, if such exist. Sherburne County is exempt from sales tax, and will provide Dominion with a sales tax exemption certificate.

## **7. UPDATES AND CERTIFICATION**

- 7.1 **Upgrades**. In the event the Dominion, at its sole discretion, certifies a software upgrade under the applicable provision of the election laws and regulations of the State of Minnesota, Dominion will make the certified software upgrade available to the County at no cost. The County will bear the costs and labor of installing the software upgrade if such upgrade is required to be installed by the County outside of the annual maintenance performed by Dominion. If County requires the software upgrade to be installed at a time other than when annual maintenance is performed by Dominion, Dominion will provide the written instruction necessary to aid the County in completing the installation accurately and

upon request and reasonable notice from the County, Dominion will provide assistance to the County in the installation of software at Dominions then current standard rates, on a time and materials basis.

7.2 Certification Requirement. Notwithstanding any other terms of this Agreement, Dominion will not provide, and will not be obligated to provide at any time under this Agreement, any upgrade, enhancement or other software update that has not been certified under the applicable provision of the election laws, rules, and regulations of the State of Minnesota.

## **8. SOFTWARE WARRANTY**

Dominion warrants that the Software, for a period of one (1) year following delivery to the County, will function substantially in accordance with the Specifications pursuant to the Express Warranty in Attachment 6. The County's remedies under this warranty shall include but not be limited to, at the County's sole option: (a) return of the Initial Software License Fee set forth in Attachment 3-A of the Master Terms and Conditions Agreement between Dominion and Sherburne County (if any) for the Software, or (b) Dominion shall use reasonable effort to correct the material failure of the Software by a timeframe agreed to by the County. The foregoing warranty shall be void in the event of the Software (i) having been modified by any party other than Dominion or (ii) having been used by the County for purposes other than those for which the Software was intended and designed by Dominion.

## **9. PROHIBITED ACTS**

The County shall not, without the prior written permission of Dominion:

- 9.1 Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for the purpose of system backup.
- 9.2 Alter or modify the Software in any way or prepare any derivative works of the Software or any part of parts of the Software.
- 9.3 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.
- 9.4 Provide or transfer any Software or System component to any third party unless explicitly authorized in writing by Dominion. Providing or transferring any Software or Hardware to any third party shall be considered a breach of the Agreement and Software License.

## **10. RETURN OF SOFTWARE**

Upon termination or expiration of this Agreement, the County shall (i) forthwith return to the County all Software in its possession or control, or, if so requested by Dominion, destroy all such Software from any electronic media, and certify in writing to Dominion that it has been destroyed.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed  
intending to be bound thereby.

**SHERBURNE COUNTY**

Diane Arnold

AUTHORIZED SIGNATURE

Diane Arnold

PRINTED NAME

Auditor-Treasurer

TITLE

August 30 2022

DATE

**DOMINION VOTING SYSTEMS, INC.**

J. P.

AUTHORIZED SIGNATURE

John Poulos

PRINTED NAME

President & CEO

TITLE

9/2/22

DATE

## SCHEDULE A

### PRICING AND PAYMENT SCHEDULE

#### Annual Software License Fee

Annual software license term begins one year after acceptance testing.

Quantity	Product Description	Unit Price	Total
1	Democracy Suite RTR+MP Annual License Fee - Level 3	\$6,800.00	\$6,800.00
1	Communications Manager Module - Software License Fee	\$1,400.00	\$1,400.00
1	Automated Test Deck Annual Software License Fee	\$900.00	\$900.00
2	ImageCast Central Annual Firmware License - G1130	\$2,575.00	\$5,150.00
38	ImageCast Evolution Annual Firmware License - with Dual Display	\$299.00	\$11,362.00
	<b>TOTAL</b>		<b>\$25,612.00</b>

#### Payment Terms:

1. County shall pay the amounts indicated within thirty (30) days from receipt of Dominion's invoice.
2. The prices listed on this attachment shall be valid for the year 2022. For the remainder of the Term of the Agreement, the Annual Software License Fees will increase each year by an additional five percent (5%) of the previous year's fee.
3. To the extent this Agreement is extended for an additional year or years, pursuant to Section 3 of this Agreement, each year the Annual Software License Fees will increase by an additional five percent (5%) of the previous year's fee. If the Agreement is extended for an additional year or years, Dominion shall provide an addendum to this agreement, which must be signed by the authorized agents of both parties, for the prices agreed to therein.
4. The Addendum and pricing included therein shall start at the onset of the next contract term.

## SCHEDULE B

### PRINT COPYRIGHT LICENSE TERMS AND CONDITIONS

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

- 1.1. "Derivative Works" shall mean any work that is based upon or derived from Dominion's voting systems' ballots, including without limitation, sample ballots and voting booklets.
- 1.2. "Voting Systems' Ballots" shall mean any ballot created for use with any voting system owned or licensed by Dominion.

**2. Print Copyright License and Use.**

a. **Copyright License Grant.**

Dominion grants to the County and local governmental units therein a non-exclusive, non-transferable copyright license to print, reproduce, distribute or otherwise copy Dominion's Voting Systems' Ballots or any Derivative Works (collectively the "Materials") pursuant to the terms and conditions of this Schedule B

b. **Copyright License Use**

Other than as expressly set forth herein, (a) Dominion grants no other licenses, expressly or by implication, and (b) Dominion's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Dominion to the County 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 Dominion though certification of the third-party, including without limitation:

- (i) any commercial or non-commercial printer
- (ii) any third party vendor using ballot on demand system

c. **Rights and Interests**

All rights, title and interest in the Material, including without limitation, any copyright, shall remain with Dominion.

**3. No Copyright Warranties**

DOMINION DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESSED, 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.

**ATTACHMENT 3-A:**  
**MAINTENANCE AND SERVICE LEVEL AGREEMENT**

**1. GENERAL INFORMATION**

- 1.1 Dominion Voting Systems, Inc. ("Dominion") and Sherburne County ("County") have entered into a contract whereas Dominion will provide the County with systems and equipment for the purposes of conducting election processes; and
- 1.2 The County seeks to purchase hardware and software maintenance and support services from Dominion and Dominion is agreeable to providing such services subject to the following terms and conditions in this Agreement, subject to the Master Terms and Conditions between Dominion Voting Systems, Inc. and Sherburne County.

**2. DEFINITIONS**

- 2.1 **"Party"** or **"Parties"** shall mean Dominion and/or County referred to individually as a Party or collectively as the Parties.
- 2.2 **"Hardware"** means the 37 ImageCast Evolution precinct tabulator and ballot marking devices, the single ImageCast Central absentee ballot tabulator, and the system components and equipment identified on Attachment 1.
- 2.3 **"Software"** means the Dominion software as described in Section 2.2 of Attachment 2 (Software License Agreement).
- 2.4 **"Specifications"** means descriptions and data regarding the features, functions and performance of the Hardware, as set forth in Dominion's response to the County's Request for Proposals (Attachment 5), and user manuals or other applicable documentation provided by Dominion.
- 2.5 **"Documentation"** shall mean the user documentation describing the hardware and software and providing guidelines for its use, and any and all additions and updates thereto provided to the County by Dominion, and any portion of the foregoing.
- 2.6 **"Person"** shall mean any individual, partnership (general, limited or otherwise), limited liability company, corporation, joint venture, trust, trustee, unincorporated association, proprietorship or other legal entity, or any government, agency or subdivision thereof.
- 2.7 **"Services"** shall mean all the support, update, modification, installation, implementation, maintenance, consulting, training or other services provided to the County by Dominion pursuant to this Agreement and any application Schedule.
- 2.8 **"Third Party Products"** means any software or hardware obtained from third-party manufacturers or distributors and provided by Dominion hereunder.

### **3. TERM AND TERMINATION**

This Agreement is effective as of the Effective Date and expires April 1, 2026, unless earlier terminated or extended as provided for in this Agreement. This Service Level Agreement may be renewed thereafter for up to two additional two-year periods. The Agreement shall terminate upon termination of the Master Terms and Conditions Agreement, this Service Level Agreement, or the Software License Agreement.

### **4. SCOPE OF SERVICE**

4.1 **Hardware Services.** Dominion shall repair or replace the Hardware so that each item thereof operates in conformity in all material respects with the Specifications, so long as such Hardware is operated with its designated software and with Third-Party Products (if applicable) approved by Dominion for use with the Hardware. If any Hardware items listed in Section 5.1 fails to operate in conformity with the Specifications, during the Agreement term, Dominion shall fully repair or, at Dominion's sole option, replace the Hardware. In addition, Dominion will provide annual preventative maintenance on each item in Section 5.1 of this Agreement.

The following services are among those that are not covered by this Agreement, but may be available at Dominion'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, disks, etc.;
- b. Repair or replacement of Hardware damaged by accident, disaster, theft, vandalism, neglect, abuse, or any improper usage;
- c. Repair or replacement of Hardware modified by any person other than those expressly authorized in writing by Dominion;
- d. Repair or replacement of Hardware products from which the serial numbers have been removed, defaced or changed.

4.2 **Software Services.** In the event the County notifies Dominion of a problem experienced by the County in connection with the operation of the covered software as identified in Section 2.2 of Attachment 1, Dominion shall respond as provided in Section 4.3 of this Agreement herein.

4.2.1 **Installation of Software Upgrades.** In the event the Dominion, at its sole discretion, certifies a software upgrade under the applicable provision of the election laws and regulations of the State of Minnesota, Dominion will make the certified software upgrade available to the County at no cost. The County will bear the costs and labor or of installing the software upgrade if such upgrade is required to be installed by the County outside of the annual maintenance performed by Dominion. If County requires the software upgrade to be installed at a time other than when annual maintenance is performed by Dominion, Dominion will provide the written instruction necessary to aid the County in completing the installation accurately and, upon request and reasonable notice from the County, Dominion will provide assistance to the County in the installation of software at Dominions then current standard rates, on a time and materials basis.

4.3 **Support Services.** Dominion will provide the services needed so as to maintain the covered hardware and software in good working order, keeping it free from material defects so that the hardware and software functions properly in accordance with the accepted level of performance for the Software as set forth in Attachments, 2, 5 and 6, and for the Hardware as set forth in Attachments 5, 6 and Section 4.1 of this Agreement.

4.3.1 **Service Hours.** Dominion shall make available to the County, the person or person(s) names, telephone number(s), and e-mail address(s) for the County to call or contact requesting service of the Covered Software, Covered Hardware, or to report a problem or issue. The person(s) normal business non-election day hours shall be 8:00 – 5:00, Central Standard Time, Monday through Friday, excluding legal holidays. Extended coverage shall be provided for by Dominion for three (3) days (including Saturday and Sunday) prior to an Election day and for one day following Election day from 8:00 am to 8:00 pm Central Standard Time, unless otherwise agreed to in writing by both Parties. Service on Election Day shall be provided for by Dominion from 6:00 am until the last precinct in the County has reported, unless otherwise agreed to in writing by both Parties.

4.3.2 **Service Response Time.** On Election Day, any issues or problems with the operation of the Covered Hardware or Covered Software, Dominion shall use all commercially reasonable efforts to respond to the County within one (1) hour or less and resolve the issue within four (4) hours. For issues or problems encountered **outside of the Election Day**, Dominion shall respond as provided below:

Priority	Definition/Impact	Dominion's Response
1	The problem causes an immediate impact on the County's ability to manage, conduct and/or complete an Election. The problem has caused the County's use of the software or hardware, or a significant component thereof, to stop or substantially deviate from how the software or hardware is expected to operate. No timely workaround exists. All problems/issues reported within seven (7) business days prior to an election that has an issue reported in this section will automatically be priority (1) issues.	Dominion will use all reasonable effort to (i) respond to the County within one hour, indicating that Dominion has received the report of the issue or problem; (ii) provide an initial status report to the County within one (1) hour, and regularly communicate thereafter the status of the fix or resolution; (iii) provide the appropriate modifications or fixes to the hardware or software as soon as reasonably possible
2	The problem causes an impact on the County's ability to manage, conduct and/or complete an Election. A workaround is not available; however, processing can continue but in a restricted manner. All problems/issues reported within thirty (30) days prior to an election that has the issue reported in this section will be prioritized no less than priority (2) issues	Dominion will use all reasonable effort to (i) acknowledge receipt of error within two (2) hours; (ii) provide an initial status report to the County within two (2) hours following the receipt and regularly communicate thereafter the status of the fix or resolution; (iii) provide the appropriate modifications or fixes to the hardware or software within ten (10) business days prior to an election
3	The problem has a minor impact on the County's ability to manage, conduct and/or complete an Election. The problem does not prevent the expected operation of the Software or Hardware.	Dominion will use all reasonable efforts to: (i) acknowledge the receipt of the error within one (1) business day; and (ii) respond to the error within thirty (30) days with a proposed resolution
4	The problem has no impact on the County's ability to manage, conduct and/or complete an Election.	Dominion will use all reasonable efforts to: (i) acknowledge the receipt of the error within one (1) business day; and (ii) address the issue in a future upgrade or during the regularly scheduled maintenance period.

## 5. **HARDWARE EXTENDED WARRANTY ITEMS AND PRICE**

5.1 Annual Hardware Warranty Fee. The hardware warranty provided for in this section 5 shall begin following expiration of the initial two-year hardware warranty purchased by the County as shown on Attachment 1.

Quantity	Product Description	Unit Price	Total
2	ImageCast Central Annual Hardware Warranty – G1130	\$1,687.20	\$3,374.40
38	ImageCast Evolution Annual Hardware Warranty – with Dual Display	\$318.80	\$12,114.40
<b>TOTAL</b>			<b>\$15,488.80</b>

5.2 Payment Terms:

5.2.1 County shall pay the amounts indicated within thirty (30) days from receipt of Dominion's invoice.

5.2.2 The prices listed on this attachment shall be valid for the year 2022. For the remainder of the Term of the Agreement, the Annual Hardware Warranty Fees will increase each year by an additional five percent (5%) of the previous year's fee.

5.2.3 To the extent this Agreement is extended for an additional year or years, pursuant to Section 3 of this Agreement, each year the Annual Hardware Warranty Fees will increase by an additional five percent (5%) of the previous year's fees. If the Agreement is extended for an additional year or years, Dominion shall provide an addendum to this agreement, which must be signed by the authorized agents of both parties, for the prices agreed to therein.

**6. HARDWARE WARRANTY DISCLAIMER AND LIMIT OF LIABILITY**

6.1 Dominion Hardware Warranty. Without limiting the effectiveness of the Express Warranty in the Master Terms and Conditions Agreement, 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.

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 any third party products approved by Dominion for use with the Dominion Hardware.

6.2 Following the warranty period, services provided by Dominion shall be provided as described in Section 4 of this Agreement.

6.3 No Other Warranties. DOMINION DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESSED, 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.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

SHERBURNE COUNTY

Diane Arnold

AUTHORIZED SIGNATURE

Diane Arnold

PRINTED NAME

Auditor-Treasurer

TITLE

August 30 2022

DATE

DOMINION VOTING SYSTEMS, INC.



AUTHORIZED SIGNATURE

John Poulos

PRINTED NAME

President & CEO

TITLE

9/2/22

DATE