

**FIRST AMENDMENT
TO THE VOTING SYSTEM AND SERVICES AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND SCOTT COUNTY, MN**

This FIRST AMENDMENT (the “First Amendment”) is made and entered into as of this July 15, 2020 (“Amendment Effective Date”) by and between Scott County, MN (the “Customer”), and Dominion Voting Systems, Inc. (“Dominion”), a corporation organized under the laws of the State of Delaware. Hereinafter, the Customer and Dominion may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Customer and Dominion entered into the MASTER TERMS AND CONDITIONS DOMINION VOTING SYSTEMS, INC. & SCOTT COUNTY (the “Agreement”), with the effective date July 15, 2015 for the Customer’s purchase from Dominion of certain voting systems, licenses, and related solutions; and

WHEREAS, the Customer and Dominion now desire to amend the Agreement, including the terms and conditions thereof;

NOW, 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 Parties agree as follows:

AGREEMENT

1. Recitals Incorporated. The above recitals are true and correct and are hereby incorporated herein by this reference as if fully set forth as part of this First Amendment.
2. Replacement of Attachment 1, Schedule A. Schedule A to Attachment 1 to the Agreement is hereby deleted in its entirety and replaced by a new Schedule A-1, which is attached to this First Amendment.
3. Amendment to Attachment 3. The following amendments will be made to Attachment 3:

3.1 The Pricing Summary chart will be amended to add the following item:

Product Description	Qty	Unit Price	Extension Price
ImageCast Central Kit – G1130	1	\$22,500.00	\$22,500.00

3.2 The Total Hardware Price in the Pricing Summary chart in will be changed from \$496,359.00 to \$518,859.00.

3.3 The Initial Total Cost in the Pricing Summary chart will be changed from \$617,909.00 to \$640,409.00.

4. Amendments to Agreement. The following amendments shall be made to the Original Agreement:

4.1 Section 3(a) shall be amended to read, in its entirety:

“a. Compensation – Implementation / One Time Costs

Total compensation under this agreement for voting system initial implementation shall not exceed \$640,409.00.

4.2 Section 3(b-1) shall be added to the Agreement immediately following Section 3(b). Section 3(b-1) shall read, in its entirety:

“b-1. Compensation – Maintenance and Support 5 Year Agreement (2021-2026)

Total compensation under this agreement for maintenance and support for a five (5) year term, commencing September 1, 2021, shall not exceed \$276,809.00. Itemized costs for each license, warranty fee, and professional service for maintenance and support is subject to the specific costs outlined in the Software License and Hardware Warranty Agreement, hereinafter referred to as “**Attachment 1**” and the Hardware Maintenance and Service Level Agreement, hereinafter referred to as “**Attachment 4**”.

4.3 Section 6 shall be amended to read, in its entirety:

“This Agreement shall commence immediately upon the effective date and shall continue until August 31, 2022. After August 31, 2022, this agreement shall automatically renew for four one-year periods until August 31, 2026, unless it is terminated as provided herein. In this Agreement, the phrase ‘Initial Term’ refers to the time period from the Effective date until December 31, 2015.”

4.4 Section 7 shall be amended such that the authorized agent for Dominion is:

“Mike Frontera
Executive Vice President & General Counsel
PO Box 343
Broomfield, CO 80038
(866) 654-8683
mike.frontera@dominionvoting.com”

4.5 Section 20 shall be amended such that the address for notices to Dominion shall read:

“Dominion Voting Systems, Inc.
Attn: Contracts Administrator
PO Box 343
Broomfield, CO 80038”

5. All Other Terms. All other sections, parts, terms, and conditions of the Agreement not expressly amended by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representatives as of the date first above written.

DOMINION VOTING SYSTEMS, INC.



John Poulos, President & CEO

4/19/2022

DATE

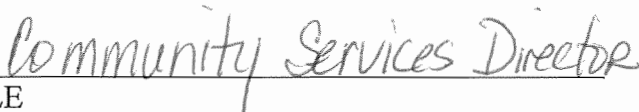
SCOTT COUNTY, MN



AUTHORIZED SIGNATURE



PRINTED NAME



TITLE



DATE

SCHEDULE A-1

PRICING AND PAYMENT SCHEDULE

Annual Software License Fee

Quantity	Product Description	Unit Price	Extended Price
1	Democracy Suite RTR+MP Annual License Fee - Level 4	\$14,935.00	\$14,935.00
1	Automated Test Deck Annual Software License Fee	\$1,030.00	\$1,030.00
2	ImageCast Central Annual Firmware License - G1130	\$1,622.00	\$3,244.00
61	ImageCast Evolution Annual Firmware License - with Dual Display	\$191.00	\$11,651.00
	TOTAL		\$30,860.00

Annual Hardware Warranty Fee

Quantity	Product Description	Unit Price	Extended Price
2	ImageCast Central Annual Hardware Warranty - G1130	\$1,545.00	\$3,090.00
61	ImageCast Evolution Annual Hardware Warranty - with Dual Display	\$221.00	\$13,481.00
	TOTAL		\$16,571.00

Payment Terms:

1. The prices listed on this attachment shall be valid for the year beginning on September 1, 2022 and ending on August 31, 2023. The County has already paid all annual licensing and warranty fees for the period September 1, 2021 through August 31, 2022.
2. To the extent this Agreement is extended for an additional year or years, beginning September 1, 2023, Dominion shall increase the Annual Software License Fees and the Annual Hardware Warranty Fees by 3% of the previous year's fee.