

- **Training** - Dominion will work closely with Maricopa County to ensure that the training program is customized to meet your specific needs. Dominion will prepare and provide all needed training material, which includes training manuals, quick reference guides, website instructional courses, and technical reference manuals when necessary. Training and curriculum particular to the resources, staff, and needs of Maricopa County will be developed as part of the implementation meetings and materials will be provided before implementation for both hardware and software functions. In addition to formal training, our specialists will work to transfer the required knowledge and skills to relevant Maricopa County staff, with the objective of ensuring that your staff is empowered to manage all aspects of the system's availability and functionality. Dominion takes pride in our ability to transfer to local officials the skills necessary to conduct even complex elections with autonomy.
- **Election Programming** - The creation of the election database is a critical step in the election implementation. Given the very limited time available between the certification of the final ballot and the distribution of UOCAVA / Mail ballots, it is very important that timelines are appropriately managed. Dominion employs an iterative approach to ballot and report creation, where successive rounds of proofs are provided to election officials as more information becomes available. Using this approach, in many cases ballots have already been approved by the time they are certified, maximizing the time available for pre-election testing and logistics.
- **Logic and Accuracy Testing** - Maricopa County officials and their staff will conduct logic and accuracy testing of voting equipment, using processes, procedures, and support provided by Dominion. The Dominion project team will be available throughout the L&A process available to assist on an as required basis. Training for Maricopa County officials on the L&A process will take place prior to Logic and Accuracy testing.
- **Election Support** - The Dominion project team will reach an agreement with Maricopa County on their specific roles during ballot scanning and Election Night. Dominion's on-site support resource will have the necessary skills to assist Maricopa County to ensure the polling location opens in a timely fashion and that the equipment functions properly. In addition, a key role for the on-site support resource is to assist Maricopa County with tabulation and results reporting. Dominion's active voting support strategy can be customized to meet Maricopa County's specific needs.
- **Post-Election Debrief Meeting** - Within 30 days following election event, Dominion will coordinate a post-election debrief meeting to discuss post-election events and activities with Maricopa County. The debrief meeting is an opportunity to review lessons learned from both Dominion and Maricopa County, evaluate success factors and areas for improvement for process enhancement in future election cycles. On completion of these reviews, project documentation and the project plan will be revised to reflect learning from the first election.

Training and Instruction – Dominion shall *“provide all training and instructional activities onsite with an experienced Customer Relations Manager and the technical resources that are familiar with the unique requirements, processes and procedures applicable to Maricopa County”*.

Dominion shall also provide documentation that is specific to individual roles and situations for County Staff. In addition, Dominion shall supply guides and documentation for *“Acceptance Check Lists, Unit Tracking Procedures, and Troubleshooting Guides are examples of items used in Preventative Maintenance and Hardware Acceptance Training. User Guides and Quick Reference Guides are examples of items used in Election Poll Worker Training.*

Dominion shall also provide User Guides that will cover all aspects of various topics such as *“Vote Tabulators and Accessible Components”* along with Quick Reference Guides that are *“brief, focused and image-oriented; they are designed for reference-at-a-glance in practical election situations.”*

Dominion shall effectively work with the County towards creating custom training materials as it relates to these new system components using **“Dominion Training Focus and Approach”** in detail and the County accepts and welcomes this comprehensive and customizable platforms as it relates to the Instructional Design, Delivery Methodology, Hardware Operations Training, Democracy Suite Training, Election Day Rover Training, and Train-the-Trainer Poll Worker Training.

In regards to training for future system updates, when updates or system changes occur over the life of the contract that effect the County, Dominion “will work with the County to implement updated training programs using the same methodology detailed above. This includes working closely with the County to schedule training activities in advance of any live election event to ensure County staff has the knowledge and understanding of the system updates and changes.”

Election-Specific Support – Dominion agrees to develop customized Election-Specific Support plan that meets the needs of the County. This plan will include assigning support for the County in the following areas:

- ☐ Operation and maintenance of the system to staff a phone bank on Election Day at the MCTEC facility
- ☐ Technicians to support the County on Election Day to ensure proposed technology is operating appropriately at all polling locations and in County offices
- ☐ Voting system repair technician during the election cycle, during ballots tabulation period, or at timeframes determined by the County
- ☐ Training personnel for County Staff, to support the use of the EMS
- ☐ Maintain an inventory of parts to reduce downtime risk and ensure equipment can be readily repaired
- ☐ Personnel to assist the County in performing maintenance and repairs based on a maintenance plan

Specifically, “**Standard Remote Service Availability and Response**” includes the following for which Dominion is responsible for:

- a. Standard hours of all support staff availability are from 8:00 a.m. to 5:30 p.m. EST, Monday to Friday excluding public holidays.
- b. Support staff is available outside standard hours by mutual agreement of the parties. The County will be given mobile phone numbers for members of the implementation team.

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 to 15 business days
During creation of the Election database and ballots	On-site and telephone	Up to next business day	Up to 2 business days	Up to 3 business days
From ballot mailing 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 1 hour
From Election Day until Election certification	Telephone and video	Up to 12 hours.	Up to next business day	Up to 2 business days
During a recount	If required, on-site	Up to 6 hours	Up to next business day	Up to 1 business day

OPTIONAL PREFERENCES:

The County verifies hash codes of all software and firmware that is in escrow at the Secretary of State’s (SOS) Office and on file with National Institute of Standards and Technology (NIST). Dominion agrees to the following:

Data generated by the Democracy Suite platform, including results reporting, is protected by the deployment of FIPS-approved symmetric AES and asymmetric RSA encryption. The Democracy Suite Election Management System uses these techniques to encrypt election files prior to their use on ImageCast tabulators. Once the polls have been closed, the ImageCast tabulators encrypt all of the results files prior to transmitting them back to EMS.

SHA-256 hashes are used for all data integrity and verification. Should an intrusive process or altering of any file occur, hash values will be, in turn, altered as well. With that said, any presence of an intrusive process will be detected, as the hashes of any altered data will not match the value initially determined.

Although Arizona does not currently use ranked-choice voting (RCV), with legislative changes possible from session to session the County has an interest in a system that can support RCV. Dominion notes in their proposal that “Democracy Suite system supports the ability for Ranked Choice or Instant Runoff Voting on all voting devices, including the ImageCast Precinct, ImageCast X Ballot Marking Device and ImageCast Central.”

In further detail, Dominion clarifies that their Ranked Choice Voting functionality supports the following:

- ☐ Various ballot layout options with flexibility to include ranked choice contests on the same ballot as first-post-the-post contests.
- ☐ Supports instant runoff voting (IRV) as well as single transferable vote (STV).
- ☐ Tabulation of qualified write-in candidates
- ☐ Option to include warnings to voters if they have made an error voting their ballot (such as over-voting a ranking).
- ☐ System automatically captures images of all votes cast and each digital ballot image is appended with an AuditMark, showing a record of how the voter’s marks were interpreted by the tabulator.
- ☐ RCV CVRs can be exported using the CVR report in JSON report.

The County conducts “Hand Count Audits” and the County requested that the Proposers to describe how their voting systems support the application of risk-limiting post-election audits and manual hand count audits. Accordingly, Dominion confirms their ability to comply with all types of audits and specifically the following:

Dominion’s Democracy Suite solution can facilitate recounts, manual hand counts, and risk limiting audits. The system can identify and automate the removal of selected ballots from a batch for recount purposes. Dominion has developed a Ballot Audit and Review System to assist election officials in performing election canvasses and risk-limiting audits. This tool will be capable of sorting and filtering images of ballots by ballot style, precinct, polling location, contest, and candidate, for the purposes of a recount or post-election audit. Officials can review all the digital ballot images in an election, or a subset of ballots based on the chosen filtering conditions. This tool will provide an efficient and user-friendly interface for reviewing ballot images and associated results, as well as providing a framework to support a variety of auditing methodologies.

This tool allows multiple officials to access digital ballot images with their Digital Ballot AuditMark marks, digital Cast Vote Records, and related review notes. Filtering options enables the creation of ballot review subsets for specific audit reviews. This tool resides in a secure post-election environment that is separate from EMS

For the digital adjudication, there is a preference to allow for both digital adjudication that writes directly to the ballots cast record (tabulation) along with a “print queue” feature as well as an option to print the adjudicated ballot as a hard copy version. The ImageCast Adjudication module provided by Dominion shall allow for the County to resolve over votes, under votes, write-ins, ballots with damaged voting targets, interprets voter intent marks, and allows for the scanning of redacted provisional ballots. Dominion verifies that the adjudicated ballot, with the adjudicated AuditMark, is a multi-page “.tiff” image file that can be printed upon request.

While not an element included in the minimum qualifications for proposals, the County preferred an imaged-based voting system that will facilitate the format and issuance of ballots to voters through a remote accessible option (e.g. UOCAVA Voters). Dominion shall provide a “ImageCast Remote” offering (RAVBM/UOCAVA) where a ballot can be provided to a voter remotely. Upon authentication of the voter, the ballot can make selections, review, confirm selections and generate a PDF for return to the County. That PDF can be emailed or printed, and returned to election officials for processing.

This process is denoted as not requiring an internet connection, and therefore the voter selection data is protected and remains private. The summary of what is sent to the voter is a coversheet, ballot with the 2D barcode and human-readable summary of selections, and a return envelope.

The County preferred the voting system to have the ability to identify a digitally adjudicated ballot should the gathering of the physical ballot be required. This is possible through Dominion’s system and “Each image/CVR combination is correlated to a given tabulator and batch of ballots scanned making it easy to find the specific ballot paper for further investigation if needed.”

Disposition of Current System and Equipment - The County encouraged Proposers to provide

solutions regarding the disposition of the County's current voting system. Dominion's proposal did not address this optional disposition of the current system and equipment. The County, however, reserves the right to discuss and negotiate some assistance from Dominion with disposal of the current system following the EAC and the Department of Defense (DoD) recommendations for disposal of voting equipment.

MISCELLANEOUS:

Warranty – The County requested that for the duration of any final agreement, the selected voting system will be under full warranty. That the warranty cover all aspects of the voting system, including all equipment, technology and all components attached to or necessary for functionality of the equipment to conduct elections in the County. The warranty must also cover any software or firmware patches, fixes, and updates, including any associated installation, testing, the necessary support to implement the changes, as well as the approval by the SOS.

Dominion's terms for the warranty are noted as follows and the County reserve the right to review and negotiate these terms to get to a warranty and maintenance plan that fulfils the County's needs:

Dominion shall include a warranty of the included ImageCast tabulators and Democracy Suite products (voting equipment hardware and EMS software, excluding consumables) for the first year upon formal acceptance of the equipment. This is a full warranty of any defects or failures on the ImageCast or Democracy Suites products.

Beyond the first year of ownership, Dominion offers a broad range of warranty and maintenance services which can easily be tailored to fit the County's needs. These options range from an extended warranty package, and/or annual onsite preventative maintenance, or customers can choose to have items repaired under our time and material repair service.

Additionally, Dominion can also provide tier-1 technician training, to cover basic repairs and maintenance. Dominion's Extended Warranty Agreements can be for one, two or more years, allowing for coverage adjustments over the lifetime of the voting system.

Dominion warranties exclude warranties for COTS equipment. Those warranties are provided by the Original Equipment Manufacturer.

For the first year, the Dominion warranty is a full warranty of any defects or failures on the ImageCast or Democracy Suites products. After the first year, Dominion shall provide extended warranty services or provide repairs on a time and materials basis.

Under the warranty, and on non-election day, Dominion endeavors to repair the equipment first. If the problem cannot be reasonably repaired, Dominion shall replace the affected equipment. On Election Day, equipment is replaced.

For clarity, the County defines "reasonably repaired" to mean a repair that can be done within a half hour timeframe. Because this is Election Day, recovery and response is time sensitive and we must take into consideration possible logistical and delivery timeframes for the piece of equipment, so this "half hour" repair for Election Day equipment is what we will look to. To formalize then, if a piece of equipment needs repair and the repair cannot be done within a half hour timeframe on Election Day, then the equipment must be replaced.

Adjudication of Ballot Markings - The County may opt to post all ballot images on its website to increase the transparency of vote tallying and election results. All proposals were required to state how the related voting systems will facilitate adjudications and the posting of the ballot-specific adjudication records for each marked vote and related data sets on the County's website. Dominions response meet this County request and are as follows:

Ballots do not include any voter-identifying information, therefore the County can post all ballots in order to increase the transparency of vote tallying and election results. Posted ballots will include Dominion' patented AuditMark technology, along with any outstacked adjudicated ballots where voter intent has been established. Dominion will work with Maricopa County officials to ensure that adjudications and ballot-specific adjudication records for all data sets are in conformance with the County's guidelines in order to be posted.

Additionally, Dominion is currently working with several jurisdictions to support this capability, including the City and County of San Francisco. As we develop best practices and procedures with San Francisco, we will be able to share information with Maricopa County.

PROPOSAL EXCEPTIONS

In section 5.6 of the RFP there is an allowance for “EXCEPTIONS TO THE SOLICITATION” where the Respondents may identify and list all exceptions taken to all sections of 190265-RFP. In this proposal Dominion indicates its *“right to negotiate the final terms and conditions as part of the overall contract discussion with the County of Maricopa”*. With that, Dominion submitted the following exception or suggestions regarding the draft agreement or RFP legal requirements. **The County, upon review, agrees to the “Exception” requests made by Dominion as noted below:**

SECTION 3.8 SOURCE CODE ESCROW REQUIREMENT

Dominion suggest using the escrow terms from the current agreement between the parties. – “CONTRACTOR agrees to enter into a Third Party Escrow Services Agreement naming the Arizona Secretary of State as beneficiary. All application source code for the software used in the Vote Tabulation System, and all upgrades thereto shall be held in escrow under said Agreement. If CONTRACTOR ceases operations or becomes unable to support the software while under an obligation to do so, CONTRACTOR shall grant the Arizona Secretary of State authority to release the source code to the County, and the County shall have a limited license to use the source code to perform CONTRACTOR’s obligations hereunder. The source code will remain CONTRACTOR’s property and may not be otherwise used by the County.”

SECTION 6.1

Per current agreement between the parties, addition of a section for limitation of liability – “Except for the indemnification obligations contained 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.”

SECTION 6.13

Per current agreement between the parties, addition of a last sentence to this section – “The CONTRACTOR shall be entitled to receive just and equitable compensation for work in progress and all amounts owing to the CONTRACTOR for work completed and materials accepted before the effective date of the termination.”

EXHIBIT C

VOTING SYSTEM MANAGED SERVICES TERMS, LICENSES AND WARRANTIES

1. **Composition of Exhibit C.** This Exhibit consists of the terms and conditions contained in the following sections and the listed Schedules:

Schedule 1:	Software License Terms and Conditions
Schedule 2:	Print Copyright License Terms and Conditions

2. **Definitions.**

- 2.1. "Acceptance" means the successful completion of the acceptance testing performed by the Customer on the Dominion Hardware and related Dominion Software, after delivery in accordance with testing criteria developed and updated from time to time by Dominion, or the occurrence of other events defined in Section 6.
- 2.2. "Dominion Software" means software and firmware programs licensed to the Customer by Dominion and any associated documentation as more specifically described in Exhibit A.
- 2.3. "Dominion Hardware" means the ImageCast® system hardware as more specifically described in Exhibit A.
- 2.4. "Election" means a single election event administered by the Customer including any absentee and early voting activity associated with the election event. Election shall not mean any follow-on events occurring after the initial election event, including without limitations, run-offs or recall replacements elections. Any other event shall be considered an Election in and of itself.
- 2.5. "Election Management System Hardware" or "EMS Hardware" means third party hardware required for operating Dominion Software as used in conjunction with the Dominion Hardware.
- 2.6. "Specifications" means descriptions and data regarding the features, functions and performance of the Software, as set forth in user manuals or other applicable documentation provided by Dominion.
- 2.7. "System" means the combination of Dominion Software, Dominion Hardware and EMS Hardware.
- 2.8. "Third Party Software" means software, other than the Dominion Software, which is owned by third parties, and which Dominion provides to Customer 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, and report writing subroutines.

3. **Dominion's Responsibilities.** Dominion shall:

- 3.1. Provide the System and services as described in Exhibit A - Pricing.
- 3.2. Provide the Customer with a Dominion Software use License as described in Schedule 1 - Software License Terms and Conditions.
- 3.3. Appoint a Project Manager to oversee the general operations of the project. 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 project manager shall communicate with the Customer as to the status of information, procedures and progress on the tasks set out in the Agreement and alert of any material change in such plans.
- 3.4. Assist in the Acceptance Testing process as required by Section 6 herein.
- 3.5. Provide Customer with one (1) reproducible electronic copy of the documentation.

- 3.6. Provide the System that Dominion designs, manufactures, and/or licenses, which is certified for use as a voting system in the Customer's jurisdiction.
- 3.7. Provide invoices to Customer pursuant to the payment schedule in Exhibit A.

4. Customer's Responsibilities. Customer shall:

- 4.1. Pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice.
 - 4.1.1. Dominion shall issue invoices to Customer pursuant to the invoice schedule listed in Exhibit A.
 - 4.1.2. Payments exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which shall be reimbursed by the Customer. If the Customer is exempt from taxes, Customer shall supply Dominion a tax exemption certificate or other similar form demonstrating its exempt status.
- 4.2. Appoint a Project Manager who shall be responsible for review, analysis and acceptance of the System and the coordination of Customer personnel, equipment, vehicles and facilities. The Project Manager shall be empowered to make decisions on behalf of the Customer with respect to the work being performed under this Agreement. The Project Manager shall also have direct access to the Customer's top management at all times for purposes of problem resolution.
- 4.3. Conduct Acceptance Testing process as required by Section 6.
- 4.4. Customer shall provide reasonable access and entry into all Customer property required by Dominion to provide the System and perform the services described in this Agreement. All such access and entry shall be provided at Customer's expense.

5. Title and Risk of Loss.

- 5.1. Title to the System. The System shall be provided by Dominion to the Customer as part of the managed services described herein. Title to the System or any portion thereof, shall not pass to the Customer and shall remain with Dominion.
- 5.2. Software. Dominion Software and Third Party Software is licensed, not sold. The original and any copies of the Dominion Software, or other software provided pursuant to this Agreement, in whole or in part, including any subsequent improvements or updates, shall remain the property of Dominion, or any third party that owns such software.
- 5.3. Risk of Loss. Dominion shall bear the responsibility for all risk of physical loss or damage to each portion of the System until such portion is delivered to the "ship to" address, except to the extent such damage is caused by Customer. Customer shall provide Dominion with a single location for shipment and Dominion shall not be responsible for shipping to more than one location. To retain the benefit of this clause, Customer shall notify Dominion of any loss or damage within ten (10) business days of the receipt of any or all portions of the System, or such shorter period as may be required to comply with the claims requirements of the shipper, and shall cooperate in the processing of any claims made by Dominion.

6. Acceptance.

- 6.1. Dominion Software or Dominion Hardware. After delivery Dominion Software or Dominion Hardware, the Customer will conduct acceptance testing of such items, in accordance with the acceptance criteria developed and updated, from time to time, by Dominion. Such acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than ten (10) business days after delivery.

- 6.2. System Acceptance Testing. To the extent not tested as part of the testing pursuant to Section 6, upon completing the installation of the System, the Customer will conduct system acceptance testing, according to the acceptance test procedures developed and updated, from time to time, by Dominion. Such acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than ten (10) business days after installation of the System.

7. Software License and Use.

- 7.1. License. Upon mutual execution of this Agreement, Dominion grants to the Customer, and the Customer accepts a non-exclusive, non-transferable, license ("License") to use the Dominion Software subject to the terms and conditions of this Agreement and the Software License Terms and Conditions incorporated herein as Schedule 1.
- 7.2. Third Party Software. The System includes Third Party Software, the use of which is subject to the terms and conditions imposed by the owners of such Third Party Software. Customer consents to the terms and conditions of the Third Party License Agreements by Customer's first use of the System.

8. Dominion Software Warranty.

- 8.1. Dominion Software Warranty. The Dominion Software Warranty is subject to the Software License Terms and Conditions of Schedule 1.
- 8.2. Third Party Software Warranty. To the extent permitted by the licensor of Third Party Software, Dominion shall pass to Customer all warranties such licensors make available to Dominion regarding the operation of Third Party Software.
- 8.3. No Other Software Warranties. DOMINION DISCLAIMS ALL OTHER SOFTWARE WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, 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.

9. Hardware Warranty.

- 9.1. Dominion Hardware Warranty Terms. Dominion warrants that when used with the configuration 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. The Dominion Hardware Warranty shall remain in effect during the Agreement Term.
- 9.2. Dominion Hardware Warranty Services. Dominion shall repair or replace the Dominion Hardware so that each item thereof operates in conformity with its specifications, so long as such Dominion Hardware is operated with its designated software and third party products (if applicable) approved by Dominion for use with the Dominion Hardware. If any Dominion Hardware item fails to operate in conformity with the specifications during the Agreement term, Dominion shall fully repair or, at Dominion's sole option, replace the Dominion Hardware. The following conditions apply to the Dominion Hardware services:
- 9.2.1 Dominion shall bear the costs for ground-shipping Dominion Hardware parts or the repaired/replaced item to and from the Customer. Shipping costs are based on ground service rates. If faster shipping service is required, the shipping cost shall be at the Customer's expense.
- 9.2.2 The following services are not covered by the Dominion Hardware warranty, but may be available for purchase at Dominion's then current time and material rates:
- a. Replacement of consumable items including but not limited to batteries, pens, paper rolls, seals, printer ink, removable memory devices, etc.;
 - b. Repair or replacement of Dominion Hardware damaged by of accident, disaster, theft, vandalism, neglect, abuse, or any improper usage;

- c. Repair or replacement of Dominion Hardware modified by any person other than those expressly authorized in writing by Dominion;
 - d. Repair or replacement of Dominion Hardware products from which the serial numbers have been removed, defaced or changed.
- 9.3. EMS Hardware Warranty. To the extent permitted by the manufacturers of the EMS Hardware, Dominion shall pass to the Customer all warranties such manufacturers make available to Dominion.
- 9.4. No Other Warranties. DOMINION DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, 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.

SCHEDULE 1

SOFTWARE LICENSE TERMS AND CONDITIONS

1. License Terms.

1.1. License Limitations. Customer's use of the Dominion Software pursuant to the License granted in the Agreement is subject to the terms herein. Customer may only use the Dominion Software for its own internal business purposes and conducting elections and solely in conjunction with the EMS Hardware. The License shall only be effective during the Term and cannot be transferred or sublicensed.

1.2. Print Copyright License. Subject to the Print Copyright License terms and conditions as defined in Schedule 2 attached hereto, Dominion grants to Customer a non-exclusive, non-transferable print copyright license as defined in Schedule 2.

1.3. Third-Party Software. When applicable, Dominion hereby sublicenses any software that constitutes or is contained in Third-Party Software, in object code form only, to Customer for use during the Term.

1.4. No Other Licenses. Other than as expressly set forth herein, (a) Dominion grants no licenses, expressly or by implication, and (b) Dominion's entering into the Agreement will not be deemed to license or assign any intellectual property rights of Dominion to Customer or any third party. Customer agrees not to use the Dominion Software as a service bureau for elections outside the Customer's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of the Dominion Software. The Customer shall have no power to transfer or grant sub-licenses for the Dominion Software. Any use of all or any portion of the Dominion Software not expressly permitted is strictly prohibited.

1.5. Intellectual Property Infringement Indemnification. If a third party claims that the Dominion Software or System infringes any United States patent, copyright, trade secret or similar intellectual property right, Dominion shall defend Customer against such claim at Dominion's expense and pay all damages that a court finally awards against Customer. If such a claim is made or appears possible, Dominion shall, within sixty (60) days of such claim, and at its option: (a) secure for Customer the right to continue to use the infringing portion of the Dominion Software or System; or (b) modify or replace the Dominion Software and System so that it is non-infringing but retains equivalent functionality. If neither of the foregoing options is reasonably available, Dominion shall require Customer to return the Dominion Software or System, and Dominion shall refund Customer amounts calculated pursuant to the Dominion Software License fee, on a pro-rate basis. The foregoing notwithstanding, Dominion shall have no obligation to indemnify Customer for any infringement claim based on Customer's modification or misuse of the Dominion Software, if the claim would have been avoided had the Dominion Software not been modified or misused.

2. **Payment**. In consideration of the grant of the license, the Customer shall pay the license fees set forth in the Agreement and Exhibit A of the Agreement.

3. **Upgrades and Certification**. During the Term, Dominion may provide upgrades to Customer under the following terms and conditions.

3.1. Upgrades. In the event that Dominion, at its sole discretion, certifies a Dominion Software upgrade under the applicable laws and regulations of the Customer's State, Dominion shall make the certified Dominion Software upgrade available to the Customer at no additional cost.

3.2. Certification Requirement. Notwithstanding any other terms of this Agreement, Dominion shall not provide, and shall not be obligated to provide under this Agreement any upgrade, enhancement or other Dominion Software update that has not been certified under the applicable provisions of the election laws and regulations of the Customer's State.

4. **Prohibited Acts.** The Customer shall not, without the prior written permission of Dominion:

- 4.1. Transfer or copy onto any other storage device or hardware or otherwise copy the Dominion Software in whole or in part except for purposes of system backup;
- 4.2. Reverse engineer, disassemble, decompile, decipher or analyze the Dominion Software in whole or in part;
- 4.3. Alter or modify the Dominion Software in any way or prepare any derivative works of the Dominion Software or any part of parts of the Dominion Software;
- 4.4. Alter, remove or obstruct any copyright or proprietary notices from the Dominion Software, or fail to reproduce the same on any lawful copies of the Dominion Software.

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

6. **Warranties.** The following warranties will apply to all Dominion Software during the Term.

6.1. Dominion Software Warranty Terms. Dominion warrants that during the Term, the Software will function substantially in accordance with the Specification. If the Customer believes that the Software is not functioning substantially in accordance with the Specifications, the Customer shall provide Dominion with written notice of the material failure within thirty (30) days of discovering the material failure, provided that the Customer can reproduce the material failure to Dominion. 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 Customer for purposes other than those for which the Software was designed by Dominion. If Dominion and Customer are unable to agree whether the reported material failure is covered by the foregoing warranty, the issue shall be handled in accordance with the Dispute procedures in the Maricopa County Procurement Code.

6.2. Corrections. If the Customer believes that the Dominion Software is not functioning substantially in accordance with the Specifications or Requirements, the Customer shall provide Dominion with written notice of the material failure within thirty (30) days of discovering the material failure, provided that the Customer can reproduce the material failure to Dominion. Dominion shall correct the deficiencies, at no additional cost to the Customer and incorporate such corrections into the next version certified by the Customer's State.

6.3 Third-Party Software. The warranties herein do not apply to any Third-Party Software. However, to the extent permitted by the manufacturers of Third-Party Software, Dominion shall pass through to Customer all warranties such manufacturers make to Dominion regarding the operation of such Third-Party Software.

6.4. NO OTHER WARRANTIES. EXCEPT AS SET FORTH IN THE AGREEMENT AND HEREIN, DOMINION DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, 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.

SCHEDULE 2

PRINT COPYRIGHT LICENSE TERMS AND CONDITIONS

1. Definitions.

- 1.1. “Derivative Works” means 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” means any ballot created for use with any voting system owned or licensed by Dominion.

2. Print Copyright License and Use.

- 2.1. Copyright License Grant. Dominion grants to the Customer a non-exclusive, non-transferable copyright license to print, reproduce, distribute or otherwise copy Dominion’s Voting Systems’ Ballots and any Derivative Works (collectively the “Materials”) pursuant to the terms and conditions of this Schedule 2.
- 2.2. 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 Customer 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, including without limitation:
 - (i) any commercial or non-commercial printer
 - (ii) any third party vendor using ballot on demand system.
- 2.3. Rights and Interests. All right, title and interest in the Material, including without limitation, any copyright, shall remain with Dominion.

3. No Copyright Warranties. EXCEPT AS SET FORTH HEREIN, DOMINION DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, 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

EXHIBIT D
 To
SERIAL 190265-RFP ELECTIONS TABULATION SYSTEM
 Between
DOMINION VOTING SYSTEMS, INC.
 &
MARICOPA COUNTY, ARIZONA

The parties have agreed that Dominion will use commercially reasonable efforts to incorporate the following updates in a subsequent version of the Voting System. Dominion will submit this subsequent version of the Voting System for certification to the Election Assistance Commission (EAC) in October 2023. If and when the EAC certifies the subsequent version, Dominion will promptly submit the subsequent version for certification in the State of Arizona. If the Customer chooses to upgrade its Voting System following certification by the State of Arizona, Dominion will provide installation services at Dominion's then-current rate.

Upgrade Number	Upgrade Description
1	Upgrade Server • 4 8TB drives and 2 OS drives • 128 GB Memory (SQL Server licensing limits RAM to 128) • 16 CORES CPUs
2	Upon certification upgrade to Version 5.17 • Update Windows Event Logs: Retain Windows Event Logs instead of overwriting. • Update CVR security issues
3	Increase the ImageCast Central batch number limit to allow five digits
4	Increase the size of the SSD hard drives in the Hi-Pros to 1TB
5	Counting Group Settings, all EV ballots to be counted onsite using ICP2s. Already part of 5.17.
6	Update activation code import to allow imports of up to 50,000 records into the Election Management System
7	Investigate and update ability to use Active Directory Workgroup Logins
8	The Adjudication system should generate activity logs for sorting purposes.
9	Ballot Headers: Improve ballot headers so that a "party color" can be specified within the Election Management System. Utilize a single header template instead of maintaining different headers for each party.
10	Search ICP Log Function and terminology
11	Search ICP Log Function and terminology
12	Updated Hash-Value Verification Procedure Check
13	Investigate the ability to create a report to analyze adjudication activity and results by contest.
14	On the ImageCast Central operator screen, spread out the buttons. Separate the "Accept" and "Reject" buttons. Utilize more of the screen space and increase font sizes (so operators and observers can read the numbers more clearly without needing reading glasses).
15	Adjudication improvements to be included in next EAC release:

	• Implement a process to prioritize batches for adjudication to accommodate being able to process the hand count batches more quickly and get the results of the batch printed faster so they can be boxed with the ballots • Improve alignment of ballot images with respect to Adjudication • Implement functionality that keeps ballot centered on adjudication screen • Implement functionality to select different actions for precinct-based tabulators versus central count tabulators
16	Test Deck improvements (incremental patterns and write-in exceptions)
17	Upon identification of a third party product by Maricopa County to monitor Key Logging DVS will submit as part of the EAC submission.
18	Upon identification of a third party product by Maricopa County to Enhance Auditing, DVS will submit as part of the EAC submission.
19	Include VVSG 2.0 as part of next build
20	Other Adjudication Items • Produce daily Adjudication statistics reports • Only allow one active adjudication session per user • Provide batch progress status on Administrator Screen • Provide batch filtering option on Administrator Screen • Adjudication Admin Screen review pane batch and ballot filtering
21	ICX Uniform Ballot Printing. Already part of 5.17

AMENDMENT No. 1
To
SERIAL 190265-RFP ELECTIONS TABULATION SYSTEM
Between
DOMINION VOTING SYSTEMS, INC.
&
MARICOPA COUNTY, ARIZONA

WHEREAS, Maricopa County, Arizona ("County") and Dominion Voting Systems, Inc. ("Contractor") have entered into a Contract for the purchase of Elections Tabulation System dated June 26, 2019 ("Agreement") County Contract No: 190265-RFP.

WHEREAS, County and Dominion Voting Systems, Inc. have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Based on the pilot testing period of the tabulation system, it has been determined that some of the quantities and items that are being leased need to be revised with an effective date as of the date signed by both parties.

Please see below for the revisions:

EXHIBIT A
PRICING

SERIAL 190265-RFP, Elections Tabulation System					
NIQP CODE: 578-34		DOMINION VOTING SYSTEMS			
Option 4A: High Speed, G1130 Scanner with ImageCast BMD & ImageCast Precinct					
3 YEAR LEASE TERM					
DESCRIPTION/SERVICE/EQUIPMENT		Enter Model# and Proposed Quantity (when applicable)	Unit Lease Price per Month		
			1st Year	2nd Year	3rd Year
1	Precinct Based Tabulators	ImageCast BMD - 553 / ImageCast Precinct - 553			
		ImageCast BMD - 553	\$61.12	\$61.12	\$61.12
		ImageCast Precinct - 553	\$75.08	\$75.08	\$75.08
2	Central Count Tabulators	G1130 - 12 5	\$481.25	\$481.25	\$481.25
2	Central Count Tabulators	High Speed Scanner - 2 4	\$3,522.75	\$3,522.75	\$3,522.75
3	Accessible Marking -or- Voting Device	ImageCast BMD Audio Tactile Interface (ATI) - 553 / ImageCast Precinct Audio Tactile Interface (ATI) - 553			
		ImageCast BMD Audio Tactile Interface (ATI) - 553	\$7.22	\$7.22	\$7.22
		ImageCast Precinct Audio Tactile Interface (ATI) - 553	\$4.62	\$4.62	\$4.62
4	Election Management Hardware	Standard Server - 2 / Client Workstation - 4 / Adjudication - 4 20 / UPS - 1			
		Standard Server - 2	\$327.25	\$327.25	\$327.25
		Client Workstation - 4	\$32.73	\$32.73	\$32.73
		Adjudication - 4 20	\$32.73	\$32.73	\$32.73
		UPS - 1	\$15.40	\$15.40	\$15.40
5	Additional Peripherals (if needed)	Voting Booth - 553 / Privacy Screens - 553 / ImageCast BMD Transport Bag - 553 / ImageCast Precinct Adapter for use with Eagle Ballot Box - 553 / ImageCast Precinct Ballot Box - 553			
		Voting Booth - 553	\$5.68	\$5.68	\$5.68
		Privacy Screens - 553	\$0.45	\$0.45	\$0.45
		ImageCast BMD Transport Bag - 553	\$2.41	\$2.41	\$2.41
		ImageCast Precinct Ballot Box - 553	\$19.25	\$19.25	\$19.25
		ImageCast Precinct Adapter for use with Eagle Ballot Box - 553	\$14.58	\$14.58	\$14.58
		UPS - 50	\$0.00	\$0.00	\$0.00
6	Consumable Supplies (if needed)	Seals, etc. - 1	\$192.50	\$192.50	\$192.50
7	Software	Democracy Suite Light / Adjudication / Automated Test Deck / Remote UOCAVA			
		Democracy Suite Light - 1	\$3,368.75	\$3,368.75	\$3,368.75
		Adjudication - 1	\$2,887.50	\$2,887.50	\$2,887.50
		Automated Test Deck - 1	\$1,010.63	\$1,010.63	\$1,010.63
		Remote UOCAVA - 1	\$962.50	\$962.50	\$962.50
8	Licenses	Software License / G1130 - 12 5 / ImageCast BMD - 553 / ImageCast Precinct - 553			
		Democracy Suite Light - 1	\$802.08	\$802.08	\$802.08
		Adjudication - 1	\$687.50	\$687.50	\$687.50
		Automated Test Deck - 1	\$240.63	\$240.63	\$240.63
		Remote UOCAVA - 1	\$229.17	\$229.17	\$229.17
		G1130 - 12 5	\$59.01	\$59.01	\$59.01
		ImageCast BMD - 553	\$3.44	\$3.44	\$3.44
		ImageCast Precinct - 553	\$5.23	\$5.23	\$5.23
		ImageCast HSS - 2 4	\$236.04	\$236.04	\$236.04
9	Warranty	G1130 - 12 5 / ImageCast BMD - 553 / ImageCast Precinct - 553			
		G1130 - 12 5	\$34.38	\$34.38	\$34.38
		ImageCast BMD - 553	\$3.55	\$3.55	\$3.55
		ImageCast Precinct - 553	\$3.09	\$3.09	\$3.09
		ImageCast HSS - 2 4	\$194.79	\$194.79	\$194.79
10	Maintenance (Acceptance Testing, PM, etc.)	Included in Warranty	-	-	-

11	Support Services (e.g. Election Cycle, Off Cycle, etc.)	Includes Implementation, Training, Election Support - 1	\$37,033.33	\$37,033.33	\$37,033.33
12	Training	Included in Support Services	-	-	-
*Freight not included above and will not exceed \$45,000					

**EXHIBIT B
SCOPE OF WORK**

ELECTIONS TABULATION SYSTEM

SCOPE OF WORK:

DESCRIPTION/SERVICE/EQUIPMENT		Enter Model# and Proposed Quantity (when applicable)
1	Precinct Based Tabulators	ImageCast BMD - 553 / ImageCast Precinct - 553
2	Central Count Tabulators	G1130 - 42 5
	Central Count Tabulators	High Speed Scanner - 2 4
3	Accessible Marking -or- Voting Device	ImageCast BMD Audio Tactile Interface (ATI) - 553 / ImageCast Precinct Audio Tactile Interface (ATI) - 553
4	Election Management Hardware	Standard Server - 2 / Client Workstation - 4 / Adjudication - 4 20 / UPS - 1
5	Additional Peripherals (if needed)	Voting Booth - 553 / Privacy Screens - 553 / ImageCast BMD Transport Bag - 553 / ImageCast Precinct Adapter for use with Eagle Ballot Box - 553 / ImageCast Precinct Ballot Box - 553
6	Consumable Supplies (if needed)	Seals, etc.
7	Software	Democracy Suite Light -1/ Adjudication-1 / Automated Test Deck-1 / Remote UOCAVA-1
8	Licenses	Software License / G1130 - 42 5 / ImageCast BMD - 553 / ImageCast Precinct - 553
9	Warranty	Software License / G1130 - 42 5 / ImageCast BMD - 553 / ImageCast Precinct - 553
10	Maintenance (Acceptance Testing, PM, etc.)	Included in Warranty
11	Support Services (e.g. Election Cycle, Off Cycle, etc.)	Includes Implementation, Training, Election Support-1
12	Training	Included in Support Services

ALL OTHER TERMS AND CONDITION REMAIN UNCHANGED

IN WITNESS WHEREOF, this Contract Amendment is executed on the date set forth below when executed by Maricopa County Office of Procurement Services.

DOMINION VOTING SYSTEMS, INC.

Authorized Signature

John G Poulos
Printed Name and Title

1201 18th St, Suite 210 Denver, Co, 80202
Address

Dec 20 2019
Date

MARICOPA COUNTY:

Kew Tz
Chief Procurement Officer

12/20/19
Date

AMENDMENT No. 2
To
SERIAL 190265-RFP ELECTIONS TABULATION SYSTEM
Between
DOMINION VOTING SYSTEMS, INC.
&
MARICOPA COUNTY, ARIZONA

WHEREAS, Maricopa County, Arizona ("County") and Dominion Voting Systems, Inc. ("Contractor") have entered into a Contract for the purchase of Elections Tabulation System dated June 26, 2019 ("Agreement") County Contract No: 190265-RFP.

WHEREAS, County and Dominion Voting Systems, Inc. have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Because the current contract expiration date is July 31st, 2022, a five (5) month early renewal through December 31st, 2022 will be required. This will allow for contract end date to coincide with the agreed upon billing cycles.
2. To add a line to the contract Pricing Page stating that the billing period will start January 1st, 2020 and will run on a 3-year cycle through December 31st, 2022.

Revised section 1.0:

1.0 CONTRACT TERM:

~~1.1 This Contract is for a term of three (3) years, beginning on the 1st day of August, 2019 and ending the 31st day of July, 2022.~~

1.1 This Contract is for a term of three (3) years and five (5) months, beginning on the 1st day of August 2019 and ending the 31st day of December 2022. The contract will consist of two independent phases.

1.1.1 Phase 1 - Pilot: Over the course of the first five months of the Contract Term (August 1, 2019 through December 31, 2019) the County will conduct a pilot test of Dominion's equipment at no cost to the County.

1.1.2 Phase 2 - System Installation and Ongoing Services: Beginning January 1, 2020 through the December 31, 2022, Dominion shall provide all equipment, services and related licenses to the County at the corresponding prices as outlined in this Agreement.

1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of ~~three (3) additional two (2) years and seven (7) months~~, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

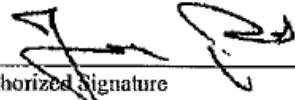
Revised Exhibit A Contractor Information / Pricing:

The billing period will start January 1st, 2020 and will run on a 3-year cycle through December 31st, 2022.

ALL OTHER TERMS AND CONDITION REMAIN UNCHANGED

IN WITNESS WHEREOF, this Contract Amendment is executed on the date set forth below when executed by Maricopa County Office of Procurement Services.

DOMINION VOTING SYSTEMS, INC.



Authorized Signature

John Poulos, President and CEO

Printed Name and Title

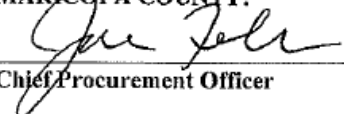
1201 18th St, Suite 210, Denver CO 80202

Address

02/06/2020

Date

MARICOPA COUNTY:



Joe Felt
Chief Procurement Officer

2/6/2020

Date